Pursuant to LRS 42:19A (1) any matter not on the published agenda may be taken up by board only upon unanimous approval of the members present.
An individual wishing to place a matter on the agenda shall submit a request to the Superintendent at least eight (8) days prior to the meeting date, stating the nature of the matter and the time required to present it. (CPSB Policy File: BCBI)

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, April 12, 2016

1. **Prayer**— Chad Guidry

2. **Pledge of Allegiance** – William Albrecht, Barbe High School

3. **Roll Call**

4. **Approval of Minutes**

   A. Calcasieu Parish School Board Meeting of March 8, 2016

5. **Presentations**

   A. Teachers of the Year/Matt Rion/STEPS
   B. Counselors of the Year/Matt Rion/STEPS
   C. All Parish Quiz Bowl Team/Tonya Moak, Teacher/Sulphur 9th Grade

6. **Superintendent's Report**

7. **Executive Session**

   A. Worker Compensation Claim #4714548/Attorney Jeff Cole
   B. Auto Claim #4368863/Attorney Eric Roan

8. **Committee Reports**

   A Long Range Planning Committee/March 15, 2016/Mack Dellafosse, *Chair*
   B. Budget Committee/March 22, 2016/Ron Hayes, *Chair*
   C. Insurance Committee/March 24, 2016/Billy Breaux, *Chair*

9. **Take Appropriate Action**

   A. Preliminary approval for District 25 Refunding/Iowa
   B. Approval of Calcasieu Child Care Resource and Referral Services Grant

C. Approval of Head Start Grant
D. Approval of Resolution declaring vacancy in and appointing an interim Board Member for School Board District 9 and proclamation ordering a special election to fill the vacancy
E. Approval of permanent sidewalk easement/Town of Iowa
F. Approval of contract renewals for 2016 expirations
G. Approval of Act of Donation with Servitude and Cooperative Endeavor Agreement with CPPJ/Moss Bluff Elementary (Pending final review by attorney), and declaring the property is not presently used for school purposes and is not needed in the operation of schools within the jurisdiction of the School Board)
H. Approval of MOU with Simon Youth Academy at Prien Lake Mall (Pending final review by attorney)

10. Bid Reports

A. Bid #2017-01 – Janitorial Supplies for 2016/2017 school year/General Funds
B. Bid #2017-05 – School Uniforms and PE Suits/McKinney-Vento Title X Fund
C. RFP #2017-13 – Official Journal/General Funds

11. Permission to Advertise

A. Playground Equipment, Borders & Surfacing/Gillis Elementary/District 3 Sales Tax Funds
B. Playground Equipment, Borders & Surfacing/Moss Bluff Elementary/District 3 Sales Tax Funds
C. Playground Equipment, Borders & Surfacing/Nelson Elementary/School Funds
D. Sulphur High School Renovation of Woodwork Shop to Welding Shop/General Funds (If approved at Committee Report)

12. Correspondence

A. Change Order Number One (1) for the project, "Batting Cage Building at Sam Houston High School," Sales Tax District 3; C.R. Fugatt, AIA, Designer; John D. Myers & Associates, Inc., Contractor; *Increase* of $18,915.00.

13. Condolences/Recognitions
14. Committee Agenda Items
15. Schedule Committees

C&I Committee Meeting..... April 26, 2016, 5:00 p.m.
A&P Committee Meeting (Tentative).....April 26, 2016 (to follow)
Budget Committee Meeting.....May 24, 2016, 5:00 pm.

16. Adjourn Meeting

March 8, 2016

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on March 8, 2016, at 5:00 p.m.

The meeting was called to order by John Duhon, President. The prayer was led by Chuck Hansen and the Pledge of Allegiance was led by Jessica Elliott, a student at Westlake High School.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: John Duhon, Billy Breaux, Chad Guidry, Chuck Hansen, Dean Roberts, Aaron Natali, Fredman Hardy, Glenda Gay, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, Alvin Smith, and Wayne Williams.

APPROVAL OF MINUTES

Mr. Dellafosse, with a second by Mr. Guidry, offered a motion to approve the Minutes of February 2, 2016. The motion carried.

PRESENTATIONS

A. Presentation to the Dick Gregory family to honor Mr. Gregory's contributions to Calcasieu Parish public schools
B. Presentation of reimbursement check for $100,000 from Principal Robert Barrentine, Sulphur High School
C. Presentation of the student winners of the *From the Classroom to a 5K* T-shirt logo contest: Linley Wilcox/Moss Bluff Elementary/First Place; Joy Dong/T.S. Cooley Elementary/Second Place; Joelle Grayson/T.S. Cooley Elementary/Third Place
D. Presentation of students passing the DELF exam/administered by Alliance Francaise de la Nouvelle Orleans: Daniel Benoit/S.J. Welsh Middle; Jacob Brungardt/S.J. Welsh Middle; Max Collette/S.J. Welch Middle; Ryan Guyton/S.J. Welsh Middle; Kaelynn Harwick/S.J. Welsh Middle; Brooklyn Martin/S.J. Welsh Middle; Abigail Smith/S.J. Welsh Middle; Holly Comeaux/Sam Houston High; Michael LeJeune/Sam Houston High; Cecilia Shanks/Moss Bluff Middle

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March 8, 2016

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

All board members have received their February, 2016, Head Start report:

Funded enrollment – 450 – Actual Enrollment – 453

Families will participate in Kids Zone at the Black Heritage Festival and a Sulphur Early Childhood Awareness Activity in order to provide additional information concerning Unified Coordinated Enrollment

Self-Assessment data is being compiled in order to start next year planning.

Department will update grant application to be submitted to Regional Office by April 1, 2016.

All board members have received a copy of the February school population report.

Continuing to keep the Board informed on financial matters, I would like to report our current sales tax numbers for our general fund show February, 2016, collections at $ 954,337 over budget for the month. For the 2015-2016 year, collections are $14,955,479 over budget. Collections for the full year are $11,156,267 over the same eight months last year.

This report does not include the new ½ cent sales tax, which is $2,564,175 over budget in its first eight months.

March is National Social Work Month. Social workers are the largest group of mental health practitioners in the U. S.

Calcasieu Parish School Board employs 20 social workers.

- 19 in the Department of Pupil Appraisal
- 1 in the Department of Alternative Programs

- All 20 have graduate degrees.

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- Schools attended include LSU, Tulane, SUNO, Grambling State, University of Southern Mississippi, and Wichita State University in Kansas.

- The average number of years of professional social work experience is over 20.

The average number of years of school social work experience is over 15.

A fiscal monitoring and technical assistance desk review of the Calcasieu Parish School district was completed on February 24, 2016, by the Louisiana Department of Education. A letter received from Elizabeth Scioneaux, the Deputy Superintendent of Finance, stated that the purpose of this review was to determine if the funds were expended in accordance with federal and state laws, regulations, and guidelines governing the use of funds for No Child Left Behind, Special Education, Career and Technical Education/Carl Perkins Program, TANF/Early Childhood Program, and Child Care Development funds for 2014-2015 grants, (Program Regulations, Annual Appropriations Act, and specific conditions for project approval).

The review was performed in accordance with procedures considered necessary and based on the review of the records, the Calcasieu Parish School district complied with the aforementioned criteria.

The Division of Educational Finance has completed the examination of the above federal programs and the review is considered final.

The advertised period for the acceptance of new charter school applications in Calcasieu Parish ended on March 4, 2016. No applications were received.

Due to the information from the National Weather Service, all schools and facilities will be closed tomorrow, March 9, as we expect rain and sustained high winds.

I want to congratulate two of our students, Austin Dellafosse from S.J. Welsh Middle School and Cade Herman from Sulphur High School, as they are listed as state finalists for Student of the Year.

Superintendent's Evaluation and Contract

A. Executive Session/Superintendent's Evaluation

On a motion by Mr. Breaux and seconded by Mr. Hayes, the Board adjourned into Executive Session at 5:30 p.m. to discuss the evaluation. On the same motions, the Board resumed Regular Session at 6:40 p.m.

Mr. Duhon announced that Mr. Bruchhaus had averaged a 3.3 score, based on a scale of 1-4.

B. Take Appropriate Action on Superintendent's Contract

On a motion by Mrs. Ballard and seconded by Mr. Breaux to approve renewal of the Superintendent's existing contract for four years, with a salary of $170.000, inclusive of significant things that the law may require such as negotiated performance targets and relevant dates for evaluations.

Mr. Belfour stated that the Board can express its intent to renew his contract for four years at $170,000 per year, subject to reaching an agreement with Mr. Bruchhaus, with Mr. Bruchhaus accommodating the Board on the essential elements that would be required. Mr. Belfour continued, stating that targets would be required, assuming we remain a "C" system and changing the dates of further evaluations, as the Board is offering Mr. Bruchhaus a renewal of his contract, "subject to negotiation on the remaining terms that have to be in the contract". He said that from previous experience, the Board has renewed a contract without an actual contract and it has worked quite well and the contract will be an actual contract effective January 1, 2017, when an agreement is reached on targets and objectives.

There was much discussion regarding the renewal and wording of the actual contract that would be presented at a later date. Mr. Hayes made the motion, seconded by Mr. Hansen, to cease debate. The motion carried on a roll call vote, 15-0.

Yes: John Duhon, Billy Breaux, Chuck Hansen, Dean Roberts, Aaron Natali, Fredman Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, Alvin Smith, Wayne Williams, Chad Guidry, Glenda Gay
No: None

On a roll call vote to approve the motion to offer Mr. Bruchhaus a four year contract renewal and salary of $170,000, the motion passed 14-1.

Yes: John Duhon, Billy Breaux, Chuck Hansen, Dean Roberts, Aaron Natali, Fredman Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, Alvin Smith, Wayne Williams, Chad Guidry
No: Glenda Gay

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March 8, 2016

COMMITTEE REPORTS

C&I Committee/February 23, 2016/Annette Ballard, *Chair*

Mrs. Ballard presented the following committee report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 23rd, 2016 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Chuck Hansen, Vice Chair, Fred Hardy, Ron Hayes, Dean Roberts, Eric Tarver, and Alvin Smith.

Other Board Members Present: Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Aaron Natali, and Wayne Williams.

The C&I Committee Meeting was called to order by Annette Ballard, Chairman. A quorum was present. The prayer was led by Alvin Smith and Dean Roberts led the pledge of allegiance.

Mr. Campbell introduced Beth Fraser, Principal of LCBA to give an operational and academic overview of the LCBA Campus as requested by the Board. Mrs. Fraser outlined the five different programs offered at the campus as well as the Special education departments housed there. Advanced Studies/Gifted/Talented offer talented art courses to Elementary, Middle and High School students and additional courses that cannot be offered at their home school. Eight middle schools with students from 13 different countries and nine high schools with students from 12 different countries receive ESL instruction on reading, vocabulary, composition, and curriculum. Teachers with the Career & Tech classrooms/lab facilities have a cooperative agreement with Sowela teachers for dual enrollment courses and plans to expand the Jump Start pathways. The Virtual program allows on site new credit, credit recovery, and seat time recovery for students as well as programming for CPAS, Boys Village, Harbour House, JDC, Methodist Home and the Mall site. CLEP testing is offered and paid for by CPSB with an allotment to students to earn college credit for knowledge gained in high school which in turn has a positive impact on school performance scores. This presentation was for informational purposes only and questions were fielded by Mrs. Fraser and staff.

Mr. Campbell then presented the Board with the proposed 2016-2017 CPSB District Calendar.

A motion was made by Mr. Dellafosse and seconded by Mr. Duhon to accept the proposed calendar. After questions were fielded by staff the motion was voted on and carried.

On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

Mr. Campbell then presented the proposed addendum to the 2016-2017 Pupil Progression Plan. The first change would be to remove class ranking from student's transcripts for two primary reasons. Colleges are no longer using class ranking as a primary indicator for college admission and awarding of scholarships and the use of the 5.0 scale for AP and dual enrollment courses causes an inaccurate ranking of students.

A motion was made by Mr. Dellafosse and seconded by Mr. Smith to take each proposed change separately.

Submitting a blue card to address the Board:
Elizabeth Martinez
Emily Bowers
Hope Hebert
Mary O'Blanc
Brenda DeFelice
Thomas Townsley
Lindsey Thompson

A motion was made by Mr. Dellafosse and seconded by Mr. Duhon to table this proposed change to Pupil Progression. The motion carried.

Mrs. Ballard noted that this item had been tabled.

Mrs. Ballard reintroduced the second proposed change which was to change the wording requiring a 3.0 or above to receive French I or Spanish I credit in Middle school to a "B" or above.

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A motion was made by Mr. Tarver and seconded by Mr. Smith to approve the second change. The motion carried.

On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

Mrs. Ballard read the third proposed change which was to add Home Economics to the list of courses taught in Middle School to help more students meet new Jump Start graduation requirements.

A motion was made by Mr. Hayes and seconded by Mr. Tarver to approve the third item. The motion carried.

On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

There being no further business to discuss, the meeting adjourned at 6:34 p.m.

A&P Committee/February 23, 2016/Eric Tarver, *Chair*

Mr. Tarver presented the following committee report:

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, February 23, 2016 in the Board room at 3310 Broad Street, Lake Charles, Louisiana. The prayer and the Pledge of Allegiance were said at the Curriculum and Instruction meeting which was prior to the Administration and Personnel Meeting. Roll call was called at that previous meeting. The same board members were present for both meetings. A quorum was present.

Present: Eric Tarver, Chair, Committee members Fred Hardy, Annette Ballard, Max Caldarera, Glenda Gay, Chuck Hansen, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Wayne Williams and Shannon LaFargue, Secretary. Other Board members present were John Duhon and Mack Dellafosse.

Absent: Chad Guidry

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Mr. Tarver called the meeting to order. He announced that item #1 e: **Textbook Selection and Adoption** was pulled from the agenda until we have a procedure included. He also mentioned that an addendum was added: **Discussion of Televised Board Meetings** and sent to each board member by email and also posted on the web site.

Mr. Tarver presented the policies regarding changes that were the result of legislative action.

On motion by Ms. Ballard, seconded by Mr. Hayes and approved, to accept the policies as presented.

On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

The policies state:

a. **BH**, School Board Ethics
b. **EBBG**, Hazardous Substances
c. **GBDA**, Employment of Retired Personnel
d. **IFA**, Instructional Materials Textbook
e.
f. **IDCH &IDCH-AP**, Home Study Program
g. **IH**, Academic Achievement

FILE: BH
Cf: ABC

SCHOOL BOARD ETHICS

Recognizing that as a member of a public School Board and that each Calcasieu Parish School Board member is filling a position of public trust, responsibility, and authority endowed by the State of Louisiana, the Calcasieu Parish School Board, individually and collectively, shall subscribe to the principles of the Louisiana School Boards Association, by which a School Board member should be guided.

In addition, certain actions of elected officials may be considered improper, and in some circumstances, illegal. Actions which may present a conflict of interest, acceptance of gifts, or solicitations, or gratuities, abuse of authority of office or position, and decisions regarding the employment of a family member of an official are all subject to statutory restrictions. The ethical conduct of School Board members, as well as other designated officials, shall be

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in accordance with state law.

ETHICS EDUCATION AND TRAINING

All School Board members and employees shall be required to receive a minimum of one (1) hour of education and training on the Louisiana Code of Governmental Ethics annually. Education and training shall be provided by the Louisiana Board of Ethics and administered through seminars or via the Internet.

GIFTS

Acceptance of personal gifts by any School Board member or employee of the Calcasieu Parish School Board from persons or firms doing business with the School Board, or any department or school thereof, is prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy provision. This policy provision does not preclude acceptance of food, drinks, or refreshment of a social nature or participation in a social event, provided the value of the food, drink, or refreshment does not exceed that amount permitted under state law. It also shall not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee or School Board member who is or becomes a candidate for election to any public office.

NEPOTISM

No member of the immediate family of an agency head shall be employed in his/her agency. No member of the immediate family of a member of a governing authority or the chief executive of a governmental entity shall be employed by the governmental entity, with limited exception as outlined below.

The provisions above shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of a public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.

Exceptions

Any School Board member or Superintendent whose immediate family member is employed or who may be employed, as excepted below, shall recuse himself/herself from any decision involving the promotion or assignment of teaching or service location of such employee.

1. Any member of the immediate family of any School Board member or the Superintendent may be employed as a classroom teacher provided that such family member is *certified to teach* or is *temporarily authorized to teach while pursuing certification.*

2. Any immediate family member of a member of the School Board or the Superintendent may be promoted, if the person receiving the promotion is employed as a *certified classroom teacher*, provided that such family member has the appropriate qualifications and certifications for such position. The term *certifications* shall not include any temporary or provisional certification or certifications.

3. An immediate family member of an athletic director of a school may be employed as a coach at such school.

ABUSE OF OFFICE

No School Board member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to provide himself/herself, any other public servant, or other person with anything of economic value.

No School Board member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to engage in political activity.

No School Board member shall act in an individual capacity to use the authority of his/her office or position as a member of the School Board in a manner intended to interfere with, compel or coerce any personnel decision, including the hiring, promotion, discipline, demotion, transfer, discharge, or assignment of work to any school employee.

No School Board member shall use the authority of his/her office or position as a member of the School Board in a manner intended to interfere with, compel, or coerce any school employee to make any decision concerning benefits, work assignment, or membership in any organization.

TRANSACTIONS AFTER TERMINATION OF PUBLIC SERVICE

No former agency head or elected official shall, for a period of two (2) years following the termination of his/her public service as the head of such agency or as an elected public official serving in such agency, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction, involving that agency or render any service on a contractual basis to or for the School Board.

No former member of the School Board shall, for a period of two (2) years following the termination of his/her public service on such School Board, contract with, be employed in any capacity by, or be appointed to any position by the School Board, except that the School Board may employ a former member for any classroom teaching position which requires a valid Louisiana teaching certificate or a school psychologist with a valid certificate in school psychology, provided the former School Board member holds such a certificate.

No former School Board employee shall, for a period of two (2) years following the termination of his/her employment, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction in which such former public employee participated at any time during his/her public employment and involving the School Board by which he/she was formerly employed, or for a period of two (2) such years following termination of his/her employment, render any service which such former public employee has rendered to the School Board during the term of his/her public employment on a contractual basis, regardless of the parties to the contract, to, for, or on behalf of the School Board with which he/she was formerly employed.

FEDERAL GUIDELINES: CONFLICT OF INTEREST

In addition to other ethics provisions, in receiving federal funds the School Board shall ensure compliance with federal guidelines covering conflict of interest and governing the actions of officers and employees engaged in the selection, award and administration of

contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of

interest would be involved. Such a conflict may arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in, or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the School Board shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to contracts.

Employees and volunteers shall be required to report any actual, possible, or perceived conflict of interest which they or others have, or may have, to their immediate supervisor as soon as they become aware of the conflict. A School Board member shall report the perceived conflict of interest to the Superintendent and School Board attorney.

Anyone who engages in activities that violate these provisions, including failure to disclose a conflict of interest, may be subject to disciplinary action up to and including termination of employment, and/or other appropriate sanctions.

DEFINITIONS

Agency means a department, office, division, agency, commission, board, committee, or other organizational unit of a governmental entity. For public servants of political subdivisions, it shall mean the agency in which the public servant serves, except that for members of any governing authority and for the elected or appointed chief executive of a governmental entity, it shall mean the governmental entity.

Agency head means the chief executive or administrative officer of an agency or any member of a board or commission who exercises supervision over the agency.

Immediate family as the term relates to a public servant means his/her children, the spouses of his/her children, his/her brothers and their spouses, his/her sisters and their spouses, his/her parents, his/her spouse, and the parents of his/her spouse.

Public servant means a public employee or an elected official.

Revised: October, 1997
Revised: November, 1999
Revised: August, 2003
Revised: September, 2006
Revised: December, 2008
Revised: November, 2010
Revised: June, 2012
Revised: November, 2015

Ref: 2 CFR 200.318 (*General Procurement Standards*); La. Rev. Stat. Ann. ' '17:81, 17:428, 42:1101, 42:1102, 42:1112, 42:1115, 42:1115.1, 42:1116, 42:1119, 42:1120, 42:1121, 42:1123, 42:1170; Board minutes, 10-14-03, 2-6-07, 4-21-09, 2-8-11, 8-7-12.

FILE: EBBG

HAZARDOUS SUBSTANCES

PESTICIDES

The Calcasieu Parish School Board recognizes that the exposure of school children to pesticides poses known and unknown risks to their health and well-being. Therefore, the

School Board shall prepare or cause to be prepared, and submit to the Department of Agriculture and Forestry on or before August first of each year~~, for each school under its authority, an annual~~ a single comprehensive integrated pest management plan for all schools under its jurisdiction that applies integrated pest management strategies of pest prevention methods and strongly recommends the least toxic methods of control for grass and weed control, and rodent and general pest control in, on or around school structures and grounds. Any deviation from the submitted annual pest management plan shall be delivered in writing to the Director of Pesticide and Environmental Programs of the Department of Agriculture and Forestry no later than twenty-four (24) hours prior to any pesticide application. Records of inspections, identification, monitoring, evaluations, and pesticide applications shall be maintained by the schools and submitted with the annual pesticide management plan to the department annually.

In addition to a comprehensive pest management plan, the School Board, in accordance with statutory provisions shall:

1. Assure that the application of any herbicide, rodenticide, insecticide or restricted use pesticide, in, on, or around structures or grounds of schools that provide education to pre-kindergarten through twelfth grade classes shall be done by or under the supervision of a certified commercial applicator.
2. Require each school to maintain a hypersensitive student registry listing the names of students whose parents have submitted a written statement to the school which shall include but not be limited to the student's name and address, parent's or guardian's signature, name and address, and a written medical verification by a licensed physician which includes the physician's signature, name and address.
3. Require that schools shall use, whenever possible, the least toxic method of pest control. The least toxic method of pest control may include methods other than the application of pesticides. A restricted use pesticide shall be applied to a school building or on school grounds only during periods in which students are not expected to be present for normal academic instruction or organized extracurricular activity for at least eight (8) hours after the application.
4. Require each school to keep a written record of restricted use pesticides used to control pests, with an entry of pertinent information about the application being recorded after each application. The written record shall be kept in each school and shall be available for inspection during school hours.
5. Employ at least one (1) certified commercial applicator if the system has less than ten (10) schools or at least two (2) certified commercial applicators if the system has ten (10) or more schools.

Revised: November, 2015

Ref: La. Rev. Stat. Ann. ''3:3381, 3:3382, 3:3383, 3:3384, 3:3385, 3:3386, 3:3387, 3:3388, 3:3389; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education.

March 8, 2016

FILE:

GBDA
Cf: GBA,
GBD

EMPLOYMENT OF RETIRED PERSONNEL

The Superintendent, or principal, with the approval of the Superintendent, may employ retired employees under certain conditions; however, an employee whose retirement has been accepted shall not be guaranteed any position/employment with the Calcasieu Parish School Board.

CERTIFIED PERSONNEL

Certified personnel who are members of the *Teachers' Retirement System of Louisiana* (TRSL) who have retired and are rehired shall be designated as either a *retired teacher* or *retired member*, as provided below:

Retired Teachers

A *retired teacher* is:

~~1. Any teacher who returns to active service as a full-time or part-time classroom teacher in grades K-12 in a critical shortage area, or~~

~~2. A retiree who returns to active service as a full-time certified speech therapist, speech pathologist, or audiologist whose position requires a valid Louisiana ancillary certificate where the shortage exists, or~~

~~3. A retired employee who has returned to active employment service covered by La. Rev. Stat. Ann. §11:710 on or before June 30, 2010.~~

~~4. A retired member who retired on or after May 1, 2009, and on or before June 30, 2010, and who returns to active employment service to a position requiring a valid Louisiana teaching certificate or a valid Louisiana ancillary certificate.~~

~~5. A retired employee who returns to active employment service as a substitute classroom teacher who teaches any student in pre-kindergarten through twelfth grade.~~

~~6. A retired employee who holds an advanced degree in speech therapy, speech pathology, or audiology.~~

~~7. A retired employee who has a valid Louisiana teaching certificate who returns to active employment service who is assigned the professional activities of instructing adults through an adult education or literacy program administered by the School Board.~~

. A person reemployed in a reemployment-eligible position, specifically:

A. *Reemployment-eligible critical shortage position* or *critical shortage position* which shall include any of the following:

(1) A position for a full-time or part-time classroom teacher who teaches any student in kindergarten through twelfth grade in a school where a critical shortage exists.

(2) A position for a full-time certified speech therapist, speech pathologist, audiologist, educational diagnostician, school social worker, or school counselor whose position of employment requires a valid Louisiana ancillary certificate approved and issued by the

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Louisiana Department of Education where a critical shortage exists.

B. *Reemployment-eligible position* which shall include:

(1) A position for a substitute classroom teacher who teaches any student in pre-kindergarten through twelfth grade.

(2) A position assigned to the professional activities of instructing adults through an adult education or literacy program administered through a public institution of elementary or secondary education, provided the retiree has a valid Louisiana teaching certificate.

2. A person classified as a reemployment-eligible retiree who is:

A. A member of the TRSL who was retired on or before June 30, 2010.

B. A retiree who holds an advanced degree in speech therapy, speech pathology, or audiology.

Critical shortage ~~*area*~~ shall mean ~~any~~ a situation where there exists a shortage of certified teachers ~~existing~~ in a certain subject area ~~that has been certified by both the Superintendent and personnel director~~ or a shortage of certified speech therapists, speech pathologists, audiologists, educational diagnosticians, school social workers, or school counselors. Certification that a critical shortage exists shall be presented to the Louisiana Board of Elementary and Secondary Education (BESE) and the *Teachers Retirement System of Louisiana*, in order for a retiree who is employed in a critical shortage area to be eligible to receive retirement benefits.

Prior to making such certification of a critical shortage for any *full-time* ~~*teaching*~~ *critical shortage position*, the School Board shall be required to advertise in the School Board's official journal, on two (2) separate occasions, notice that a shortage of certified teachers exists and the positions to be filled. Additionally, the School Board shall cause notice of the shortage of certified teachers to be posted at the career development or similar office of every post-secondary institution within a 120 mile radius of the School Board. If a certified applicant who is not a retiree applies for an advertised position, such person *shall be hired* before any certified ~~retired teacher~~ retiree is employed, unless fewer than three (3) ~~teachers~~ applicants have applied for the position, each of whom ~~are~~ is certified in the critical shortage area being filled.

Classroom teacher shall mean any employee whose position of employment requires a valid Louisiana teaching certificate and who is assigned professional activities of instructing pupils in ~~classroom~~ courses in classroom situations for which daily pupil attendance figures are kept, or is assigned to proctor admission, evaluation, or assessment testing; however, such proctoring shall not be considered a subject area for a critical shortage. Such classroom situations may include testing in school classrooms or other settings such as ~~including school classroom,~~ homes or hospitals ~~settings~~ or other learning situations ~~that may be delivered inside or outside the classroom or in other teacher-student settings~~ including co-curricular activities. Instruction may be provided in person or through an approved medium such as television, radio, computer, Internet, multimedia telephone, or correspondence and may be delivered inside or outside the classroom or in other teacher-student settings.

Substitute classroom teacher shall mean a classroom teacher employed in a temporary capacity to fill the position of another classroom teacher who is unavailable to teach or to

proctor for any reason.

Salary of Retired Teacher

The salary of any retired teacher who is reemployed shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The earnings of a retired teacher ~~reemployed as a substitute classroom teacher or adult education instructor~~ returning to active service may result in a reduction in retirement benefits received, in accordance with statutory provisions.

Retired Member~~s~~ Not Considered a Retired Teacher

A retired member ~~is any person who is a member of the *Teachers Retirement System of Louisiana* and who after being reemployed,~~ ~~is~~ not ~~classified as~~ considered a *retired teacher* ~~A retired member, once reemployed,~~ who returns to active service with the School Board, shall have his/her retirement benefits suspended for the duration of reemployment, even if such employment is based on a contract, and shall make no contributions to the TRSL and shall receive no additional service credit nor accrue any additional retirement benefits.

Notification to TRSL

Whenever a retiree returns to active service, the School Board shall, within thirty (30) days thereafter, notify the TRSL in writing of such employment, the date of reemployment, and a determination as to whether the person is a *retired teacher*. ~~*or retired member.*~~ Other reports shall be submitted as required by state law.

BUS DRIVERS

A bus driver who has retired from service may be employed and return to service as a full-time bus driver. If a retired bus driver is reemployed, the Superintendent shall certify to the BESE that a shortage of qualified bus drivers exists in the school district.

Whenever a retired bus driver is reemployed, the School Board shall notify the *Louisiana School Employees Retirement System* (LSERS) in writing within ten (10) days of such employment and the date employment began. In addition, the School Board shall submit to LSERS before September 1 of each school year of reemployment of a bus driver a declaration stating the School Board's intent to reemploy the bus driver. The declaration shall be signed by the Superintendent or his/her designee and the employee. If such declaration is not received by September 1, the reemployed bus driver shall be subject to retirement benefits and other conditions in accordance with La. Rev. Stat. Ann. §11:1006. Upon the bus driver's termination, the School Board shall provide LSERS in writing information and notice of the termination.

The School Board shall be required to report to LSERS within forty-five (45) days after June 30th of each year the names of all retired bus drivers being paid by the School Board, their social security numbers, and the amounts of their earnings during the previous year.

Actuarial Cost

If a retired bus driver is reemployed, the School Board shall pay to LSERS the actuarial cost for the bus driver that is in excess of the cost that would have been incurred if the School Board had reemployed the bus driver pursuant to the provisions of La. Rev. Stat. Ann. §11:1006.

OTHER NON-CERTIFIED EMPLOYEES

Any retired non-certified employee, other than a bus driver, may be reemployed as a full-time, part-time, temporary, or substitute employee. The School Board shall be required to transmit monthly, by the fifteenth (15th) day after the end of the month, a report to the *Louisiana School Employees Retirement System* (LSERS) with the name, social security number, and the amount of earnings of the retiree during the previous month.

New policy: August, 2010 Revised: November, 2015
Revised: August, 2011
Revised: November, 2012

Ref: La. Rev. Stat. Ann. §§11:710, 11:1006, 11:1007, 17:81; Board minutes, 10-5-10, 2-7-12, 2-5-13.

Policy IFA, Instructional Materials
NO CHANGES MADE

FILE: IFA
Cf: DC

INSTRUCTIONAL MATERIALS

The Calcasieu Parish School Board strongly encourages the utilization of a wide variety of materials and equipment in the instructional program. The selection of media should be determined by the objectives of the course and the experiences and activities to be provided to meet such objectives. Instructional personnel are encouraged to keep abreast of the types of materials and equipment which can contribute toward meeting the goals and objectives of courses. Instructional personnel are further encouraged to assist the administration in the selection and purchase of such materials and equipment for the school.

Available system resources, including personnel, materials, and supplies, shall be allocated to schools on an equitable basis, recognizing system policies and local school needs.

PARENTAL ACCESS TO INSTRUCTIONAL MATERIALS

A parent of a child attending a public elementary or secondary school shall be entitled to access to instructional materials as provided by law. A parent shall be entitled to:

1. Review instructional materials used by or administered to the parent's child.

2. Review any survey before the survey is administered or distributed by a school to a student.

DRAFT

The Superintendent and/or his/her designee shall develop and maintain pertinent administrative regulations and procedures governing parental access to instructional materials. At a minimum, such regulations and procedures shall specify reasonable hours for review, that instructional materials shall be provided upon reasonable request of the parent, and reasonable and customary fees for copying of material(s) requested. Nothing shall prohibit or interfere with the parent making his/her own copies on school premises using any mobile or other device.

For the purpose of this policy:
Instructional materials means content that conveys the knowledge or skills of a subject in the school curriculum through a medium or a combination of media for conveying information to a student. It also includes any nonsecure test, nonsecure assessment, or survey administered to a student. The term also includes books, supplementary materials, teaching aids, computer software, magnetic media, DVD, CD-ROM, computer courseware, online material, information, or services, or an electronic medium or other means of conveying information to the student or otherwise contributing to the learning process.

Parent means the parent or legal guardian of a child.

Survey means any evaluative instrument or questionnaire that is not an assessment of academic knowledge, skills, or abilities, administered as part of a state, national, or international assessment or by itself.

PROCEDURE FOR HANDLING CRITICISM OF MATERIAL

Criticism of specific materials should be handled by the building principal whenever possible. If the criticism cannot be resolved by the principal to the satisfaction of the complainant, then the following procedures shall be followed.

1. The criticism shall be presented in writing and directed to the principal and shall include specific information as to author, title, publisher, and the reason for the criticism, giving specific references to those aspects or sections of the book objected to.

2. The statement must be signed and identified so that a reply may be given.

3. The material shall be reviewed in the light of the objections by a committee appointed by the Superintendent or his/her designee.

4. The report of the special committee shall be forwarded to the Superintendent for action as rapidly as possible. The Superintendent may choose to refer the problem to the Calcasieu Parish School Board.

5.The decision of the Superintendent and/or the Calcasieu Parish School Board shall be sent in writing to the complainant. Copies of the decision shall also be sent to all staff personnel affected by the decision.

Revised: February 10, 2015

Ref: Constitution of Louisiana, Art. VIII, Sec. 13
La. Rev. Stat. Ann. §§17:81, 17:355
Board minutes, 2-10-15

Calcasieu Parish School Board

FILE: IDCH
CF: IDCH-

AP

HOME STUDY PROGRAM

Students of the Calcasieu Parish School District may be permitted to have their educational skills developed through a home study program, or in an in-home private school program, if such a program offers a sustained curriculum of quality at least equal to that offered by public schools at the same grade level. The parent or legal guardian shall submit an application to the Louisiana Department of Education for approval together with a copy of the child's birth certificate. An initial application shall be made within fifteen (15) days after commencement of the home study program. A renewal application shall be submitted to the Louisiana Department of Education by October 1 of the school year, or within twelve (12) months of approval of the initial application, whichever is later.

Any child eligible by law to attend elementary or secondary school shall be eligible to participate in a home study program.

Secondary students who are home schooled shall not earn a regular high school diploma unless they return to an approved school and meet all the necessary credits and requirements needed for high school graduation. Home study students shall be eligible to take the *General Educational Development* (GED) test upon completion of the home study program, upon proper application.

TEXTBOOKS

The School Board ~~may~~ shall supply textbooks and other instructional materials, as available, to ~~home study students who have been approved by the Louisiana Department of Education, if extra copies are available.~~ children enrolled in a state-approved home study program. Textbooks and any materials supplied shall be returned when the student has completed the applicable coursework. A deposit equal to one hundred percent (100%) of the replacement costs shall be required. Such deposit shall be returned when the books are returned. No

refunds shall be made for lost or damaged textbooks. If books are not returned or paid for, the parent or legal guardian shall not be eligible to continue participation in the textbook rental program until all textbook debts have been cleared.

Textbooks should be issued from the school of the student's assigned attendance zone for no longer than the length of the current school term. Principals may require periodic inspection of the textbooks.

READMISSION

Students seeking admission or readmission to the Calcasieu Parish public schools shall be required to fulfill such screening and evaluation requirements as the Board of Elementary and Secondary Education (BESE) and/or the School Board may establish, including the taking of tests and diagnostic instruments used to determine appropriate grade levels or Carnegie units. The requirements and procedures for admission or readmission shall be made a part of the School Board's *Pupil Progression Plan*. In addition, students in *grades 5 and 9* transferring to the public school system shall be required to take the 4th and 8th grade LEAP 21 tests in order to determine the appropriate grade levels.

ACHIEVEMENT TESTING

A parent of a child in home study may request the Superintendent to permit the child to be administered the LEAP 21 tests. Such tests shall occur on the date of the test as determined by the Superintendent. The examination shall be administered with the same restrictions and under similar conditions as provided to students enrolled in public schools with a certified teacher administering the test. The parent shall be provided the student's score and whether the student passed the examination and met the state performance standards.

A testing fee of up to thirty-five dollars ($35) may be charged to cover actual costs of administering, scoring, and reporting the results of the tests.

Revised: April, 2008

Revised: November, 2015

Ref: La. Rev. Stat. Ann. ' '17:236, 17:236.1, 17:236.2, 17:351; *Louisiana Handbook for School Administrators*, Bulletin 741, *State Textbook Adoption Policy and Procedure Manual*, Bulletin 1794, Louisiana Department of Education; Board minutes, 8-5-08.

FILE:

IDCH-AP
CALCASIEU PARISH SCHOOLS
ADMINISTRATIVE PROCEDURES **DATE ISSUED: 8-1-91**

SUBJECT: HOME STUDY PROGRAM

A student who withdraws from a Calcasieu Parish school to enroll in a home study school shall be reported as an out-of-system transfer for school reporting purposes. Correspondingly, a student who enters a Calcasieu Parish school for the first time during an academic session from a home study program shall be reported as an out-of-system entry.

The Supervisor of Child Welfare and Attendance shall follow up the transfer of a student to a

home study program to verify that the parent has indeed made application and has been approved by the Louisiana Department of Education for participation in a home study program. A home study program shall not be confused with the hospital/homebound program under the direction of the Calcasieu Parish School Board Department of Special Education as the two programs are separate entities. A parent assumes full responsibility for a student who is transferred to a home study program. ~~Consequently, a Calcasieu Parish school shall assume no responsibility for the provision of books, lesson plans, materials, or supplies for a home study student.~~

Revised: November, 2015

FILE: IH

ACADEMIC ACHIEVEMENT

EARNING OF CREDIT

The Calcasieu Parish School Board recognizes that an effective educational program is one that provides varied opportunities for students to meet their respective needs and interests in pursuit of accumulating credit for their eventual graduation from high school. Each school's instructional program shall be characterized by well-defined instructional objectives and systematic planning which reflects the Louisiana Board of Elementary and Secondary Education approved statewide course content standards. Assessment of student performance shall be conducted in each course of instructional level, and mastery of concepts and skills shall be verified.

Students may earn Carnegie credit as middle or high school students in two (2) ways:

1. By passing a course in which the student is enrolled and meeting instructional time requirements, as set forth below; or

2. By demonstrating proficiency as set forth below.

~~Students must be in attendance for a minimum of 7,965 minutes to earn one (1) Carnegie credit, and a minimum of 3,983 minutes in order to earn one-half (½) Carnegie credit.~~

When awarding credit based on instructional time, the School Board shall provide a minimum of 7,965 instructional minutes, and students shall be in attendance for a minimum of 7,715 minutes, to earn one (1) Carnegie credit. In order to grant one-half (½) Carnegie credit, the School Board shall provide a minimum of 3,983 minutes and students shall be in attendance for a minimum of 3,758 minutes.

When awarding Carnegie credit based on demonstrated proficiency for any student or group of students, the School Board shall provide the Louisiana Department of Education with the following information:

1. the name of the examination used to measure proficiency, if nationally recognized, or

2. a copy of the examination used to measure proficiency, if locally developed or not nationally recognized and the score required to demonstrate proficiency; or

3. a listing of requirements to demonstrate proficiency through portfolio submissions.

Proficiency in a course with a state administered *End of Course* exam must be demonstrated using the *End of Course* exam. The Louisiana Department of Education may require revisions of assessments in order to ensure that they adequately measure proficiency.

Students meeting the requirements for Carnegie credit based on proficiency shall have the course title, the year proficiency was demonstrated, and the unit of credit earned entered on their transcript.
New policy: July 16, 2013
Revised: November, 2015
Ref:La. Rev. Stat. Ann. §§17:10.1, 17:24.4, 17:81; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education; Board minutes, 7-16-13.

AGENDA ITEM #2
Changes in Organizational Chart

On motion by Mr. Dellafosse, seconded by Ms. Ballard and approved, to accept staff's proposed changes to the organizational chart.

On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

Mr. Dellafosse asked to make a notation of who would be second in command. Board members also requested to have a chart with the names listed on each level. Also, the Board wanted to know if Legal Counsel represented them. Mr. Belfour explained that he represented the Board as a whole, not individually.

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: February 12, 2016

DRAFT

March 8, 2016

Subject: Changes in Organizational Chart

Staff is recommending the following two current changes to the Calcasieu Parish School Board Organizational Chart as highlighted:

- Combination of the positions of Director of Alternative Programs and Director of Special Education into the position of Administrative Director of Special Services. The positions mesh well together and the current director has expertise in both areas.

Cost Analysis
Reduction of salary and benefits for *Director of Alternative Program* position - $114,647 (Salary - $89,743 – Benefits - $24,904)

Increase in pay for director to administrative director for consolidated position - $5,826 (Salary - $4,560 – Benefits - $1,266)

- Change of title from Assistant Superintendent of Auxiliary Services to Chief Operating Officer with the same salary and duties. The title falls in line with existing titles of Chief Academic Officer and Chief Financial Officer.

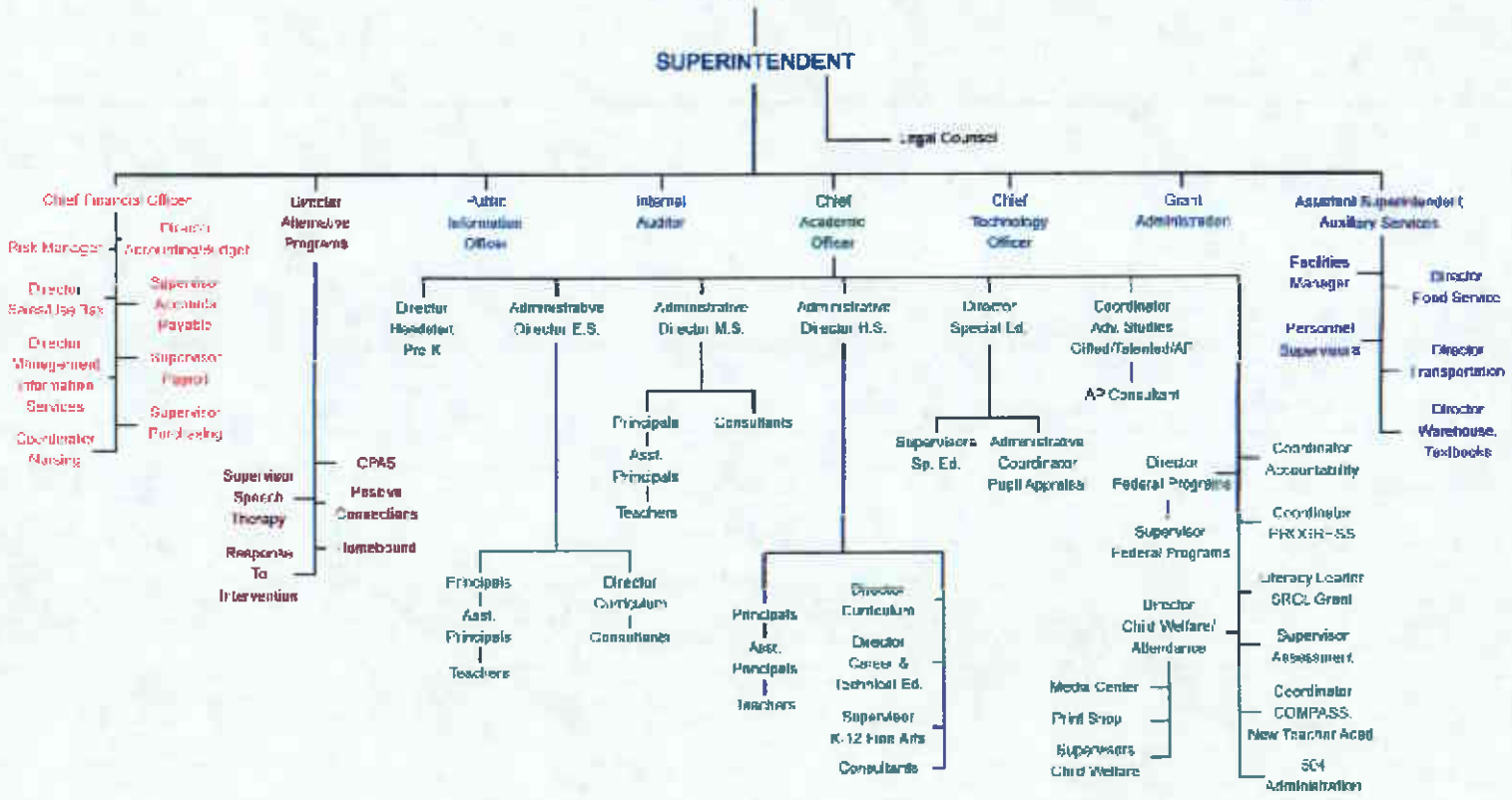
Changes will be effective upon Board approval.

2014 Organizational Chart

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CALCASIEU PARISH SCHOOL BOARD

Calcasieu Parish School Board
ORGANIZATIONAL CHART
Updated August 2014



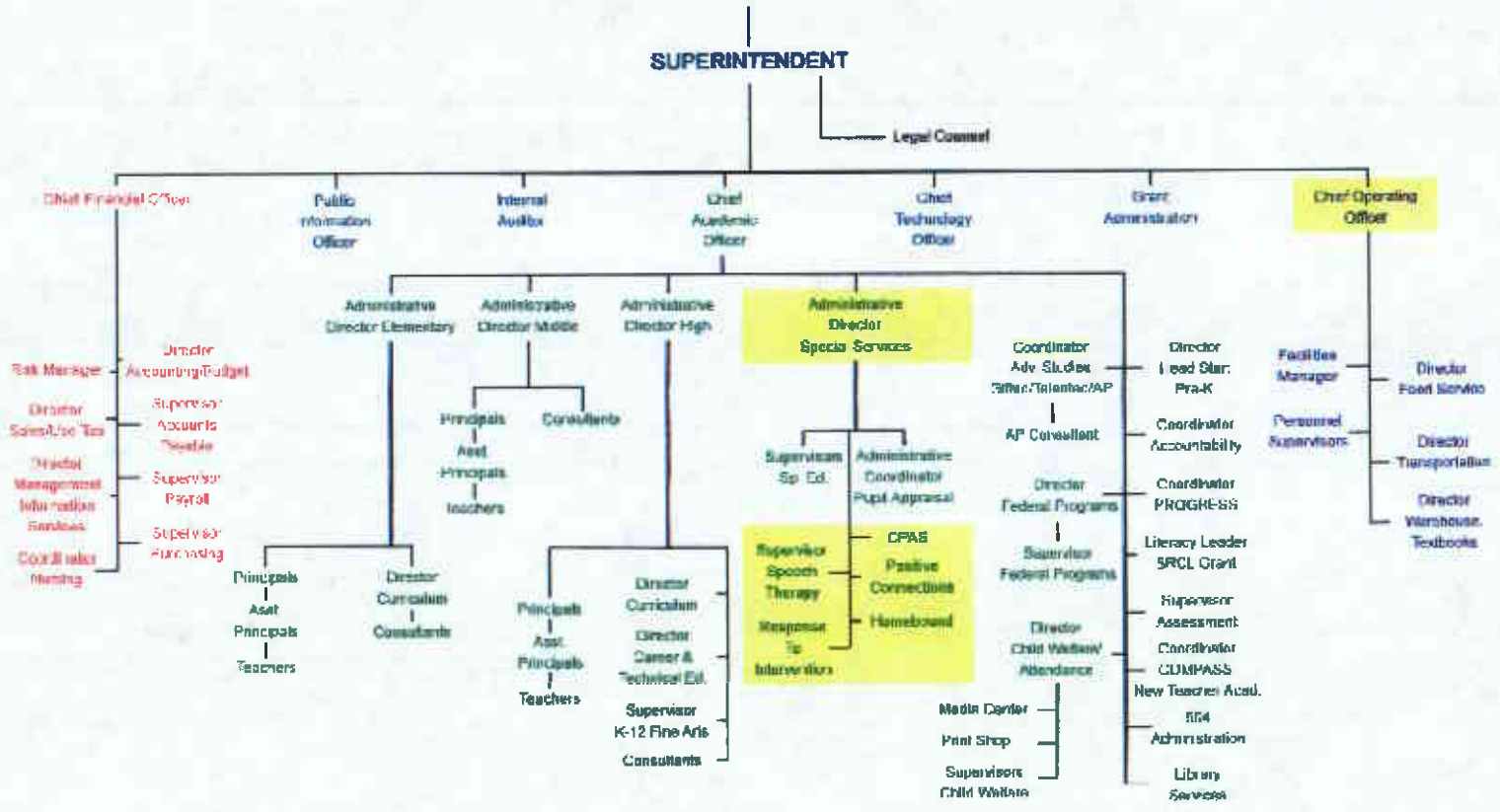
March 8, 2016

2016 Proposed Organizational Chart

DRAFT

CALCASIEU PARISH SCHOOL BOARD

Calcasieu Parish School Board
ORGANIZATIONAL CHART
Updated Feb 2016



March 8, 2016

Agenda Item #3
Short Term Renewal of Johnson Controls Inc.
On motion from Mr. Hayes, seconded by Ms. Ballard and approved, to adopt the short term contract renewal with Johnson Controls, Inc.

On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

DRAFT

March 8, 2016

Calcasieu Parish School Board

Karl Bruchhaus, Superintendent

TO: Board Members

FROM: Karl Bruchhaus

SUBJECT: Short Term Renewal of JCI Contract

We are currently advertising for HVAC Maintenance proposals and hope to recommend a provider to the Board for a contract that will begin on July 1, 2016. Our current contract with Johnson Controls Inc. (JCI) ends March 31, 2016. JCI has agreed to renew our current contract for up to 3 months on a month-to-month basis with the same terms and prices as the current contract, but without an energy performance guarantee.

Johnson currently provides preventive and extended service on much of our HVAC equipment throughout the parish at a quarterly cost of $416,824.50. If the short term renewal is approved, the cost would be 1/3 of the $416,824.50 or $ 38,941.50 per month for up to 3 months.

Staff recommends short term renewal of JCI contract on a month-to-month basis for up to 3 months, pending legal review of contract.

March 8, 2016

Johnson Controls

DRAFT

Schedule A

Equipment List and Matrix Responsibility
See Pages 3 & 4

Service Summary

- **HVAC Mechanical Service** (see Schedule 2-5 Exhibit 3 for Responsibility Matrix)
  - ***Premium Coverage*** – Controls, Chillers, Cooling Towers, Pumps, Boilers, VFD's, Air Handling Units (AHU's), Fan Coil Units (FCU's), Water Treatment
    Premium Coverage includes a comprehensive Preventive Maintenance Program and any required repairs, up to and including equipment replacement
- **Filter Program** – complete responsibility (materials and labor)
- **Lighting Maintenance** – responsibility for all materials (lamps and ballasts) and labor for ballast replacement for all indoor lighting systems.

[redacted]

March 8, 2016

DRAFT

Factory Direct Service

Johnson Controls

Service Agreement
Calcasieu Parish Schools
3310 Broad Street
Lake Charles, Louisiana 70615

Proposal Date February 11, 2016

Scope of Service

Johnson Controls, Inc ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), covers the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

Premium Coverage is selected, so the repair services to the equipment will be provided as provided in this Agreement for the equipment listed in the attached Equipment List. Qualified repair services will be provided during JCI's normal business hours and Extended Service Option:

24-7 Extended Service: JCI will provide on site response 24 hours a day, 7 days a week (including Sundays & holidays).

Town and Country Inn & Conference Center requires 24 hours a day service, 5 days per week in recognition of the Calcasieu Parish schools not being open on the weekends or Holidays and will continue addressing these calls with no additional financial obligation to CPSB with the understanding that if these "out of scope" call rates and corrective actions, some reasonable adjustment could be evaluated via negotiation with CPSB. It is and will remain JCI's goal to proactively maintain and monitor equipment in a manner that will reduce the rate of "out of scope" work being required.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of the Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term

This Agreement shall be effective on 04/01/2016 and will continue until 03/31/2018 ("Original Term").

Refrigerant charges

Refrigerant is included under this Agreement and will be supplied by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the Original Term is **$116,824.50** dollars. The agreed will be paid to JCI in monthly installments. Pricing for each subsequent month of the original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date, and each timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A service charge and a late payment charge of the agreed dollar amount shall accrue for payments received after the payment due date. Renewal price agreements are set forth in the Terms and Conditions.

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Kevin Vercher

Signature:

Title: Service Sales Account Executive Date:

Calcasieu Parish Schools

By:

Signature:

Title: Date:

Customer P.O.#

JCI Branch Johnson Controls Baton Rouge – ONSD
Address 18247 Petroleum Drive
City, State, Zip Baton Rouge LA 70809

Branch Phone (866) 733-3812

(Rev 09/15) Customer's Initials

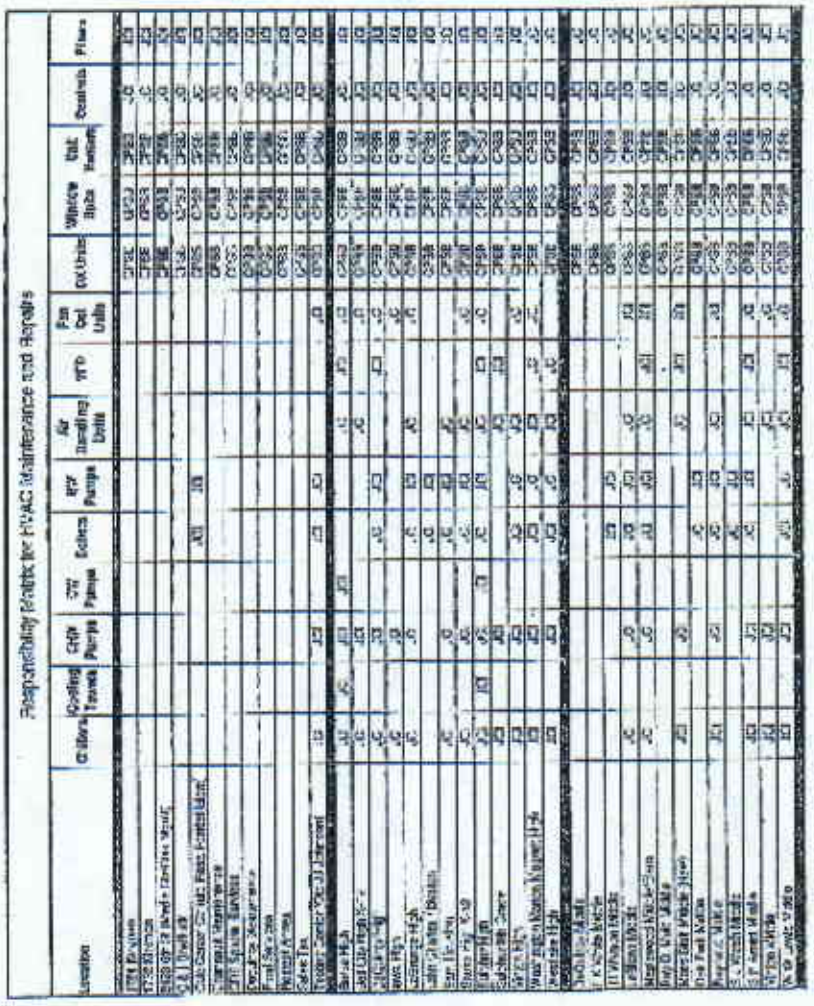
Page 1

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March 8, 2016

DRAFT

Johnson Controls



Qty 60/30 Customer's Initials _____ Page 3

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Johnson Controls

Responsibility Matrix for HVAC Maintenance and Repairs														
Location	Chillers	Cooling Towers	CHW Pumps	CW Pumps	Boilers	HW Pumps	Air Handling Units	VFD	Fan Coil Units	DX Units	Window Units	Unit Heaters	Controls	Filters
[illegible] Elementary*					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI			JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Oaks Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary*					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI
Fairview? Elementary	JCI		JCI		JCI	JCI	JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI		JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary*	JCI		JCI		JCI	JCI	JCI		JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] School	JCI		JCI		JCI	JCI	JCI			CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
Kennedy? Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible]										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Park Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI	JCI		CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI			JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI	JCI		CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI				JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible]										CPSB	CPSB	CPSB	JCI	JCI
[illegible]					JCI	JCI				CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary										CPSB	CPSB	CPSB	JCI	JCI
[illegible] Elementary	JCI		JCI		JCI	JCI	JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI
[illegible] Heights Elementary	JCI		JCI		JCI	JCI	JCI	JCI		CPSB	CPSB	CPSB	JCI	JCI
Westwood? Elementary	JCI		JCI		JCI	JCI	JCI	JCI	JCI	CPSB	CPSB	CPSB	JCI	JCI

* [illegible] Elementary and [illegible] Elementary have DX equipment with Hot Water Heating Coils. JCI will address all "heating" coils and filters. CPSB will address "cooling parts", and DX [illegible] including indoor and outdoor units.

[redacted]

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Johnson Controls

- On-site repair services will be provided during JCI's normal business hours and Extended Service Option
- 24-5 Extended Service—JCI will provide on-site response 24 hours a day, 5 days a week (Monday thru Friday, except JCI holidays.
- Terms and Conditions of this contract specify 24 hours a day service 5 days per week in recognition of the Calcasieu Parish Schools not being operated around the clock. JCI is aware that occasional needs may arise to address an equipment issue on the weekends or Holidays and will commit to addressing those calls with no additional financial obligation to CPSB with the understanding that if these "out of scope" call reach and excessive amount, some compensatory adjustment could be warranted via negotiation with CPSB. It is and will remain JCI's goal to pro-actively maintain and monitor equipment in a manner that will reduce the risk of "out of scope" work being required.

Supplemental Price and Payment Terms

Monthly Payment Schedule	
1st Month (April 2016)	$138,941.50
2nd Month (May 2016)	$138,941.50
3rd Month (June 2016)	$138,941.50

Special Notes:

Customer may opt out of contract at the end of any of the three (3) months with 10 days written notice.

March 8, 2016

DRAFT

Johnson Controls

TERMS AND CONDITIONS

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material Replacement noted in this Agreement for Covered Equipment.

EXTENDED SERVICE means service for repairs performed only on JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard list for all additional Services, materials, parts and equipment. $75/hr for mechanical labor, $112.50/hr for overtime mechanical, $30 truck fee, Time price less 50% or JCI material, $125/hr for technical labor, and $187.50 for overtime labor.

A. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement, and shall not be considered a merchant or a vendor of goods. JCI warrants its

Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI, provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of any claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This Limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a

warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

B. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, air filters, ribbons, bulbs, seal paper;
- failures beyond JCI's reasonable control, including (i) acts of God (ii) abuse or misuse of equipment, (iii) alterations, refurbishments, attachments, reinstallations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) abnormal conditions, including power failures and electrical surges and failures in excess of those normally found in office, retail and other portions of a building;
- service calls due to warranty claims on the Covered Equipment;
- repairing or restoring Covered equipment;
- electrical work in the Customer's facility;
- stockpiling of parts or supplies;
- the repair or replacement of cooling towers, casings, cabinets, structural supports, tower sheet aluminum, hydronic or pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of old from pneumatic piping;
- damage resulting from the chlorine, corrosion, acid cleaning, or damage from improper or inadequate water treatment;
- service call required because JCI had previously been denied access to the equipment;
- disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided for by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and
- normal wear and tear.

C. CUSTOMER OBLIGATIONS AND COMMUNICATION TO JCI

1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.

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2) The Customer agrees that, during the Term of this Agreement, the Customer will

(a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;

(b) keep accurate and complete work logs and inventories of the Covered Equipment as recommended by the manufacturer and JCI;

(c) provide adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;

(d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(e) allow JCI to start and stop, periodically reset, or otherwise change or temporarily suspend operation of the Covered Equipment as may JCI deems in the Services required under this Agreement;

(f) provide proper ventilation and heat, when required, as necessary, for the proper functioning of Covered equipment. Such services are not JCI's responsibility under this Agreement; and cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and

3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services

D. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

E. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, relocation, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or amend any of the Customer's obligations under this Agreement.

F. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are to be subject to paragraphs 4 and 6 below.

G. LIMITATION OF LIABILITY

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) $25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis and would not have entered into this Agreement, without such limitation.

H. FORCE MAJEURE

1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and which are not the result of the willful or negligent act of JCI. Such conditions include, but are not limited to: (a) acts of God, (b) acts of Government agencies, (c) strikes, (d) labor disputes, (e) fire, (f) explosions or other casualties, (g) thefts, (h) vandalism, (i) terrorism, riots or war, or (j) unavailability of parts, materials or supplies.

2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding these services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.

3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

I. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement, as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

J. JCI's EQUIPMENT

JCI may provide tools, communication, panels, or other control equipment at the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

K. JCI's EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked in the Customer's facility in any direct the Customer agrees to pay JCI an amount equal to 12 months salary for such

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employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

L. RESOLUTION OF DISPUTES

Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any relevant adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. For disputes, claims, or other matters in question ("Dispute") related in any manner to this Agreement or its breach, the parties shall promptly attempt, in good faith, to resolve such Dispute by negotiation.

M. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party defaults or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the claimed deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

N. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

1) Asbestos-Containing Materials. Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession or obtained by the possession of ACM in areas where JCI undertakes any Services that may result in the release of ACM. It is JCI's policy to work in Customer Facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such notification for buildings it owns or in which JCI is providing such notification for facility owned by the date of this Agreement. If, at any time, JCI will undertake Services in the facility that are related to ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM in areas where JCI undertakes any Services that may result in the release of ACM, it is JCI's policy to work in Customer Facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such notification for buildings it owns or in which JCI is providing such notification for facility owned by the date of this Agreement. If, at any time, JCI will undertake Services in the facility that are related to ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM in areas where JCI is performing Services that may result in the release of ACM, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the existence of ACM in conformance with all applicable laws and addressing the impact of its discoveries (or its or its contractors with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which event JCI shall be responsible at its sole expense for remediating areas impacted by the discovery of the ACM, and (b) Customer shall assume its responsibilities for the ACM after JCI's remediation has been completed.
2) Other Hazardous Materials. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of new Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any area impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at the facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information it has in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may affect JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from the facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the foregoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
3) Indemnification by Customer. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials in, under or about the facility(ies), or the noncompliance with this Section N. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its affiliates, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials in, under or about the facility(ies), or the noncompliance with this Section N.

O. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services hereunder, use, ownership, servicing, or possession of any equipment relating to this Agreement.

P. MISCELLANEOUS PROVISIONS

1) Any notice or demand required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change or modification to this Agreement.
5) The Customer acknowledges and agrees that any pre-printed terms issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No terms or conditions contained in the Customer's purchase order will in any manner affect
6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.

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7) The Parties agree and acknowledge and this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.

8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.

9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right conferred by or provided herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

Q. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located

R. SEVERABILITY

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or become illegal in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first place

S. RIGHTS IN INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables"); and (b) Know-How (defined below) employed by JCI in the course of the Deliverables or performance of the Services, whether known to JCI prior to or developed or discovered or employed in connection with the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest, solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-how" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof

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March 8, 2016

Agenda Item #4
Discussion of Televised Board Meetings

Mr. Tarver introduced Mr. Tom Hoefer who is the Director of Communication and Media at the Police Jury and over the Calcasieu Government Channel. Questions were asked concerning costs, who would film the meeting, how often does it air on TV, why couldn't we use our broadcasting school from LCB Academy, would it be live or a recording?

A motion was made by Mr. Roberts and seconded by Ms. Ballard and approved, to table the item until we can get more information on this item.

Mr. Tarver noted that this item had been tabled.

There being no further business to discuss, a motion was made by Mr. Hayes, seconded by Ms. Ballard and approved. The meeting was adjourned at 7:30 p.m.

TAKE APPROPRIATE ACTION

Mr. Duhon read the following items:

A. Preliminary approval for District 26 Refunding/2013/Vinton

Lake Charles, Louisiana
March 8, 2016

The Calcasieu Parish School Board, governing authority of School District No. 26 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, John Duhon, called the meeting to order and on roll call, the following members were present:

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Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 26; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 26 OF NOT EXCEEDING $7,750,000 OF GENERAL OBLIGATION REFUNDING BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 26 of Calcasieu Parish, Louisiana (the "Issuer"), after examining available data, has determined that there is substantial need within the Issuer for

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refunding certain outstanding General Obligation Public School Improvement Bonds by the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 26 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. School District No. 26 of Calcasieu Parish, Louisiana is hereby authorized to proceed with an advance refunding a portion of the callable maturities of the Issuer's outstanding General Obligation Public School Improvement Bonds, 2013 Series, dated July 15, 2013 on original issue, consisting of those bonds maturing July 15, 2022 through July 15, 2033, inclusive, involving the proposed issuance by School District No. 26 of not exceeding $7,750,000 General Obligation Refunding Bonds, 2016 Series, to mature not later than July 15, 2033, at a rate or rates not exceeding 5% per annum.

SECTION 2. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

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By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("Bond Counsel"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

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SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 6. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

B. Preliminary approval for District 30 Refunding/2013 & 2014/Sulphur

Lake Charles, Louisiana
March 8, 2016

The Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

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March 8, 2016

President, John Duhon, called the meeting to order and on roll call, the following members were present:

Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 30; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 30 OF NOT EXCEEDING $10,600,000 OF GENERAL OBLIGATION REFUNDING BONDS IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 30 of Calcasieu Parish, Louisiana (the "Issuer"), has heretofore issued $4,600,000 of its General Obligation Public School Improvement Bonds, 2013 Series, dated July 15, 2013 on original issue (the "2013 Bonds"); and

WHEREAS, the Issuer has heretofore issued $8,000,000 of its General Obligation Public School Improvement Bonds, 2014 Series, dated February 15, 2014 on original issue (the "2014 Bonds"); and

WHEREAS, the Issuer, after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding 2013 Bonds and 2014 Bonds of the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 30 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. School District No. 30 of Calcasieu Parish, Louisiana is hereby authorized to proceed with an advance refunding a portion of the callable maturities of the Issuer's outstanding 2013 Bonds and 2014 Bonds, involving the proposed issuance by School District No. 30 of not exceeding $10,600,000 General Obligation Refunding Bonds, in one or more series, to mature not later than February 15, 2034, at a rate or rates not exceeding 5% per annum.

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SECTION 2. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("Bond Counsel"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the

DRAFT

issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 7. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

C. Preliminary approval for District 34 Refunding/2009B/SW Lake Charles

Lake Charles, Louisiana

DRAFT

March 8, 2016

March 8, 2016

The Calcasieu Parish School Board, governing authority of School District No. 34 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, John Duhon, called the meeting to order and on roll call, the following members were present:

Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION

DRAFT

March 8, 2016

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 34; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 34 OF NOT EXCEEDING $5,400,000 OF GENERAL OBLIGATION REFUNDING BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 34 of Calcasieu Parish, Louisiana (the "Issuer"), after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding General Obligation Refunding Bonds by the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 34 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. School District No. 34 of Calcasieu Parish, Louisiana is hereby authorized to proceed with an advance refunding of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, consisting of those bonds maturing January 15, 2021 through January 15, 2025, inclusive, involving the proposed issuance by School District No. 34 of not exceeding $5,400,000 General Obligation Refunding Bonds,

DRAFT

2016 Series B, to mature not later than January 15, 2025, at a rate or rates not exceeding 4.5% per annum.

SECTION 2. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with

DRAFT

issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("Bond Counsel"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 6. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus

DRAFT

KARL BRUCHHAUS, Secretary

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

D. Approval of Resolution to Legislators regarding TOPS for Teachers

RESOLUTION
REQUESTING CREATION AND FUNDING OF A TOPS FOR TEACHERS PROGRAM

WHEREAS the Calcasieu Parish School Board believes that certified teachers enhance the quality of education in Louisiana; and

WHEREAS there is a recognized shortage of certified teachers, particularly in the areas of math, science, and special education; and

WHEREAS there has been a decline in the number of students graduating with degrees in education from Louisiana universities; and

WHEREAS it has become increasingly difficult for school systems to hire certified teachers; and

WHEREAS industry expansion in the Calcasieu Parish area will continue to create new jobs and will concomitantly increase the number of students eligible for public education; and

WHEREAS industry expansion will further increase competition for qualified and skilled individuals to fill available teaching positions; and

WHEREAS employment of certified teachers calls for a collaborative effort to recruit individuals into the teaching profession, particularly with a focus upon certification in teacher shortage areas; and

WHEREAS the Louisiana legislature has previously recognized there is a critical shortage of certified teachers in this state, particularly in the areas of mathematics, biology, chemistry, physics, and special education, and that postsecondary institutions of higher education are not graduating a sufficient number of teacher applicants in these critical teacher shortage areas to address existing needs; and

DRAFT

WHEREAS the Louisiana legislature has further recognized that incentives are needed in order to attract more individuals into the teaching profession and to encourage them to become certified and to teach in these critical shortage areas; and

WHEREAS the Calcasieu Parish School Board appreciates and is grateful for the legislature=s efforts in developing teacher incentive programs; and

WHEREAS additional incentives are needed in order to attract students to the teaching profession.

NOW THEREFORE BE IT RESOLVED by the Calcasieu Parish School Board that the Governor of the State of Louisiana and the Louisiana State Legislature are encouraged to support and adopt a program as part of the Taylor Opportunity Program for Students which will provide additional educational benefits to students who pursue degrees in education in Louisiana public colleges or universities.

BE IT FURTHER RESOLVED that the Calcasieu Parish School Board requests that a TOPS for Teachers Program be created and that funds for the TOPS for Teachers Program be appropriated as funds are available.

ADOPTED AND APPROVED on this 8th day of March, 2016.

_____
JOHN DUHON, President

_____
KARL BRUCHHAUS, Secretary

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

E. Approval of Resolution on Charter School Funding and Data Privacy

DRAFT

WHEREAS, for those school districts that only have Type 1, Type 3, and/or Type 4 charter schools within the geographic boundary of the school district, the residency of the charter school student whose enrollment impacts the aggregate local allocations withheld from the local school district is not an issue, as all students are required to reside within the local public school district;

WHEREAS, however, for Type 2 charter schools, those for which the charter is awarded directly by the Board of Elementary and Secondary Education (BESE), attendance is not limited to students that reside within the boundary of the local public school district where the charter school is physically located;

WHEREAS, in accordance with LRS 17:3973, any student residing in the State of Louisiana is eligible to attend a Type 2 charter school;

WHEREAS, in fact, there are some Type 2 charter schools that operate as "virtual schools", which means that they do not utilize a physical school location, but rather provide educational services to the students enrolled therein through on on-line or internet based process, and those students can reside across the State;

WHEREAS, the funding for a Type 2 charter school is governed by the funding model set forth in LRS 17:3995;

WHEREAS, therefore, determining the actual residency of each student enrolled in each Type 2 charter school, whether a physical school location or a virtual school, is required to both calculate the correct local allocation, and to determine from which public school district the local allocation should be withheld;

WHEREAS, in prior years, the LDOE has provided sufficient information to local public school districts to enable the school districts to audit the MFP funds withheld as part of the Type 2 charter school funding process, to ensure that the amount withheld is accurate;

WHEREAS, the auditing by local public school districts relies on identifying the actual residency of each Type 2 charter school student;

WHEREAS, currently, citing the Student Data Privacy legislation, the LDOE has refused to provide to local public school districts from which it is withholding MFP funds based upon the local allocations provided to Type 2 charter schools;

WHEREAS, the LDOE has taken this position, despite the exception in the Student Data Privacy legislation allowing for student personally identifiable information to be disclosed to facilitate financial auditing;

WHEREAS, the position of the LDOE is impeding, impairing, and thwarting local school districts, from which funding is being withheld, from meeting the legal obligation to audit all facets of school district funding;

WHEREAS, the Student Data Privacy legislation was never intended to allow the LDOE to withhold critical information necessary to the financial audit of local public school districts;

WHEREAS, even upon accepting the LDOE's flawed interpretation that the law does not already provide for the ability of the LDOE to disclose this information to local school districts for auditing purposes, providing the necessary information to facilitate a valid audit of the Type 2 charter school funding and its impact on local public school districts can be done in a manner consistent with the goals and intent of the Student Data Privacy legislation:

WHEREAS, for those school districts that only have Type 1, Type 3, and/or Type 4 charter schools within the geographic boundary of the school district, the residency of the charter school student whose enrollment impacts the aggregate local allocations withheld from the local school district is not an issue, as all students are required to reside within the local public school district;

WHEREAS, however, for Type 2 charter schools, those for which the charter is awarded directly by the Board of Elementary and Secondary Education (BESE), attendance is not limited to students that reside within the boundary of the local public school district where the charter school is physically located;

WHEREAS, in accordance with LRS 17:3973, any student residing in the State of Louisiana is eligible to attend a Type 2 charter school;

WHEREAS, in fact, there are some Type 2 charter schools that operate as "virtual schools", which means that they do not utilize a physical school location, but rather provide educational services to the students enrolled therein through on on-line or internet based process, and those students can reside across the State;

WHEREAS, the funding for a Type 2 charter school is governed by the funding model set forth in LRS 17:3995;

WHEREAS, therefore, determining the actual residency of each student enrolled in each Type 2 charter school, whether a physical school location or a virtual school, is required to both calculate the correct local allocation, and to determine from which public school district the local allocation should be withheld;

WHEREAS, in prior years, the LDOE has provided sufficient information to local public school districts to enable the school districts to audit the MFP funds withheld as part of the Type 2 charter school funding process, to ensure that the amount withheld is accurate;

WHEREAS, the auditing by local public school districts relies on identifying the actual residency of each Type 2 charter school student;

WHEREAS, currently, citing the Student Data Privacy legislation, the LDOE has refused to provide to local public school districts from which it is withholding MFP funds based upon the local allocations provided to Type 2 charter schools;

WHEREAS, the LDOE has taken this position, despite the exception in the Student Data Privacy legislation allowing for student personally identifiable information to be disclosed to facilitate financial auditing;

WHEREAS, the position of the LDOE is impeding, impairing, and thwarting local school districts, from which funding is being withheld, from meeting the legal obligation to audit all facets of school district funding;

WHEREAS, the Student Data Privacy legislation was never intended to allow the LDOE to withhold critical information necessary to the financial audit of local public school districts;

WHEREAS, even upon accepting the LDOE's flawed interpretation that the law does not already provide for the ability of the LDOE to disclose this information to local school districts for auditing purposes, providing the necessary information to facilitate a valid audit of the Type 2 charter school funding and its impact on local public school districts can be done in a manner consistent with the goals and intent of the Student Data Privacy legislation;

WHEREAS, currently the LDOE is providing student personally identifiable information to multiple entities, both within the State of Louisiana and outside of the State of Louisiana, to facilitate valid educational and auditing purposes, through the use of narrowly tailored Memoranda of Understanding that incorporate the protections embedded in the Student Data Privacy legislation;

WHEREAS, a similar Memorandum of Understanding could be executed with each and every local school district that needs the charter school student residency information, with limitations placed on the use, retention and protection of that information that are consistent with the dictates of the Student Data Privacy legislation;

WHEREAS, the issue of the proper funding of the 69 public school districts in the State of Louisiana is far too important to merely accept the LDOE's refusal to provide the information school districts need to properly audit school district finances.

NOW THEREFORE, BE IT RESOLVED that the CPSB by action of its duly elected governing authority, does hereby urge and request the Louisiana Department of Education to immediately provide to each and every local public school district from which local allocations are being withheld, the residency information of each and every charter school student to whom such funds are attributable, for the purpose of facilitating the audit of the funding of those local public school districts;

BE IT FURTHER RESOLVED, that, in the alternative to immediately providing the information needed, the Louisiana Department of Education immediately agree to enter into a Memorandum of Understanding, consistent with those that have been entered into with multiple other entities, to facilitate providing the requested residency information to the local public school districts from which local allocations are being withheld;

FINALLY, BE IT RESOLVED, that a copy of this Resolution be provided to the State Superintendent of Education, each member of the Board of Elementary and Secondary Education, the Governor of the State of Louisiana, and each member of the Louisiana Legislature.

Board President

Superintendent/Secretary of the Board

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

F. Approval of Option to Purchase agreement for 40 acres of land from Rec. Dist. 1, Ward 4 (Westlake) and contingent on successful future bond issue pending attorney review of contract

OPTION TO PURCHASE

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish/County and States hereinafter stated, therein residing, on the dates hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

RECREATIONAL DISTRICT NO. 1, WARD 4, CALCASIEU PARISH, whose mailing address is 1221 Sampson Street, Westlake, Louisiana 70669, herein represented by _____, duly authorized, hereinafter sometimes referred to as "Seller",

and

CALCASIEU PARISH SCHOOL BOARD, a political entity organized under the laws of the State of Louisiana, whose mailing address is 3310 Broad Street, Lake Charles, Louisiana, 70615, whose last four digits of Tax Identification Number are 0235, herein represented by John Duhon, its duly authorized President, hereinafter sometimes referred to as "Purchaser",

who did enter into the following agreement:

1. Subject to the following terms, Seller does hereby give, grant and convey to Purchaser an exclusive option or right to purchase the following described property:

The Southwest Quarter of Northeast Quarter (SW ¼ of NE ¼) of Section 22, Township 9 South, Range 9 West, Louisiana Meridian containing forty (40) acres, more or less.

2. The option or right granted and created hereby is in the nature of a continuing offer to sell the property made by Seller to Purchaser, which offer shall remain open to Purchaser for a period ending at January 15, 2017.

3. The price to be paid by Purchaser to Seller for the property described above, in the event that Purchaser elects to accept the offer made by Seller, shall be the sum of Seven Hundred Thousand and No/100 ($700,000.00) Dollars, payable in cash at the time of the transfer, unless the appraisal value rendered by Purchaser's appraisal does not meet or exceed this amount in which case, the parties must negotiate a new agreement. Property taxes for the year of the sale shall be prorated.

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4. Should Purchaser decide to exercise this option and purchase the property described above, Purchaser shall, before the expiration of the option period, notify Seller in writing of such desire to purchaser the property and Purchaser shall then have 120 days from the date of the notice to complete the sale. In the event that the sale is not completed within the time allowed, Purchaser shall forfeit the option rights granted herein and the sum paid for them.

Should Purchaser decide to exercise this option granted herein, Purchaser's obligation to buy the property described above is contingent upon Purchaser's ability to use the

1. property for public school purposes, and should the property be zoned, restricted, subject to easements, servitudes or governmental regulations, or subject to any other title or survey defect which in Purchaser's judgment renders the property unusable for such purposes or make it impossible to borrow money on the property then Purchaser may cancel the sale by notice to Seller in writing.

2. Purchaser, at its liability and expense, shall have the right to enter the property hereinabove described at any time for the purpose of inspecting and investigating same and for the purpose of making tests, borings, plans and other related tests in connection with Purchaser's contemplated use of the property. Purchaser will be responsible for any claims and damages pertaining thereto, and shall also indemnify and hold Seller harmless from any liens, claims or damages pertaining thereto.

3. At the closing, Seller shall convey good and marketable title to Purchaser by warranty deed which deed shall convey the property free and clear of all liens and encumbrances except those previously accepted by Purchaser. The deed shall be prepared at the expense of Purchaser and shall be subject to the approval of Seller which approval shall not be unreasonably withheld.

4. If either party to this Agreement incurs any liability for real estate commissions, for brokerage fees or for finder's fees in connection with the property, those commissions and fees shall be the responsibility of, and shall be paid by, the party that incurred them.

5. This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors.

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THUS DONE AND PASSED by Purchaser in Lake Charles, Louisiana, on the 8th day of March, 2016, in the presence of the undersigned lawful witnesses, who hereunto sign their names with the said parties and me, Notary, after reading of the whole.

WITNESSES: CALCASIEU PARISH SCHOOL BOARD

(Printed Name :_____) By: John Duhon

(Printed Name :_____) _____

_____

NOTARY PUBLIC/I.D. #_____

(Printed Name :_____)

THUS ACCEPTED, DONE AND PASSED by Seller in _____, Louisiana, on the _____ day of _____, 2016, in the presence of the undersigned lawful witnesses, who hereunto sign their names with the said parties and me, Notary, after reading of the whole.

RECREATIONAL DISTRICT

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

BID REPORTS

Mr. Duhon read the following items:

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project.

DATE: February 24,2016

DESCRIPTION: New Covered Play Aresa For Calcasieu Parish Board

Fairview Elem.,Kaufman Elem.,T.H. Watkins, Ralph Wilson Elem.& Postive Connections

FUNDS: Riverboat Funds

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BID NUMBER: 2016-04PC

DESIGNER: RANDY M. GOODLOE, AIA, APAC

CONTRACTOR	BASE BID
Shannon SmithConstruction	$674,000.00
John D. Myers	$681,300.00
Pat Williams Construction	$736,000.00
Miller andd Associates	$713,000.00
Gunter Construction Inc.	$598,000.00
Keiland Construction Inc.	$684,000.00
Frey Construction	$781,400.00
Central Auction House	NO Bid

The Committee recommends award of the contract to:

Gunter Construction ($598,000.00)

(Base Bid) in the amount of:

Five Hundred Ninety - Eight Thousand Dollars and 00/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

The Committee to receive bids met on the date herein indicated

and reviewed bids on the following project.

DATE: March 01,2016

DESCRIPTION:

St. John & Combre-Fondel Elementary-New Outdoor Pavilion

FUNDS: Riverboat Funds

BID NUMBER: 2016-03PC

DRAFT

DESIGNER: Moss Architect Inc.

CONTRACTOR	BASE BID	ALT. # 1
Carlton Construction	No Bid	
Gunter Construction	$461,200.00	$61,000.00
John D. Myers	$454,300.00	$57,500.00
K & J Development	$365,000.00	$61,000.00
Keiland Construction	$449,000.00	$61,600.00
Pat Williams Construction	$476,000.00	$73,000.00
Sam Istre Construction	No Bid	
Seth Priola Construction	$483,000.00	$69,000.00
Shannon Smith Construction	$503,500.00	$65,000.00
Acadiana Renovations , LTD (Central Auction House)	$493,500.00	$68,000.00

***K & J Development discovered an error in their bid calculation and withdrew their bid.**

The Committee recommends award of the contract to: Keiland Construction

BASE BID PLUS ALTERNATE #1 IN THE AMOUNT OF:

FIVE HUNDRED TEN THOUSAND SIX HUNDRED DOLLARS AND NO/100---------- ($510600.00)

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

ALTERNATE #1: Provide all aluminum walkway covers as specified and shown on drawings.

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried. Mr. Hardy asked that he be given a break down in expenditures for each school.

Date: February 26, 2016
To: CPSB
From: Dr. Sheryl Abshire
Re: Bid Approval for E-Rate Yr. 19 (16-17)

Technology Department is requesting for approval for E-Rate Yr. 19 (16-17) on the following bids:

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319-C	Cellular	Proposals were received only from At&t, Sprint, T-Mobile, Verizon Wireless	Bid awarded to Sprint for lowest price meeting specifications
319-IA	Internet Access	Proposals were received only from At&t, Hunt, Detel, Suddenlink, Level 3	Bid awarded to Suddenlink for lowest price meeting specifications
319-OO	WAN	Proposals were received from Detel, Suddenlink,Hunt	Bid awarded to Suddenlink for lowest price meeting specifications
319-PRI	POTS	Proposals were received from Cameron Communications, At&t, Level 3, Suddenlink	Bid awarded to At&t for lowest price meeting specifications

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

BIDS WERE SENT TO THE FOLLOWING:
ASSOCIATED FOOD EQPT
BUCKELEWS FOOD EQPT
CAYARDS EQPT
LAFAYETTE RESTAURANT
PMR WEST

BID RESULTS AS FOLLOWS:	**HENRY HEIGHTS**	**BRENDA HUNTER**
ALACK REFRIGERATION	**$15,888.00****	**$22,222.00**
BUCKELEWS FOOD EQPT	**$20,000.00**	**$18,400.00**
CAYARDS EQPT	**$16,800.00**	**$16,800.00****
LAFAYETTE RESTAURANT	**$19,747.00**	**$17,689.00**
NOLA RESTAURANT	**$21,374.55**	**$19,061.45**
PMR WEST	**$23,622.59**	**$21,162.38**

THE STAFF RECOMMENDS AWARDING TO ALACK AND CAYARDS AS INDICATED AS THE RESPONSIBLE RESPONSIVE BIDDERS.

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

RENEWALS:
THE FOLLOWING BIDS ARE UP FOR RENEWAL FOR THE 2016-2017 SCHOOL YEAR:

MAGAZINES RNL #1: TO WT COX SUBSCRIPTIONS IN THE AMOUNT OF $37,972.00 (GENERAL FUNDS)

LIBRARY BOOKS RNL #1: TO MACKIN IN THE AMOUNT OF $353,359.00 (GENERAL FUNDS)

PRE-PACKAGED SCHOOL SUPPLIES RNL #1: TO TEACHERS PET IN THE AMOUNT OF $18.50/PKG (pre-k), $31.00/PKG (kind/elem), and $28.50/PKG (mdl/high) (TITLE X MCKINNEY VENTO FUNDS)

GRASS CUTTING SERVICES RNL #1: TO TITAN SALES & SERVICE IN THE AMOUNT OF $167,800.00 AND SMITH'S LAWN SERVICE IN THE AMOUNT OF $84,520.00 (GENERAL FUNDS)

HOOD SUPPRESSION SYSTEM INSPECTION RNL #1: TO FIRE & SAFETY COMMODITIES IN THE AMOUNT OF $4653.00 (GENERAL FUNDS)

SECURITY GUARD SERVICES RNL #1: TO LOFTON SECURITY SERVICES IN THE AMOUNT OF $69,214.00 (GENERAL FUNDS)

PEST CONTROL RNL #2: TO DEC'S PEST CONTROL IN THE AMOUNT OF $59,904.00 (GENERAL FUNDS)

WELLWATER MONITORING RNL #1: TO HOH-PAK IN THE AMOUNT OF $16,648.00 (GENERAL FUNDS)

PLUMBING CONTRACT SERVICES RNL #2: TO VARIOUS CONTRACTORS (GENERAL FUNDS)

ELECTRICAL CONTRACT SERVICES RNL #2: TO VARIOUS CONTRACTORS (GENERAL FUNDS)

GENERAL REPAIR CONTRACT SERVICES RNL #2: TO VARIOUS CONTRACTORS (GENERAL FUNDS)

TIRES FOR TRANSPORTATION RNL #1: TO SOUTHERN TIRE MART IN THE AMOUNT OF $154,000.00 (GENERAL FUNDS)

FIRE ALARM INSPECTIONS: TO ALLIED SYSTEMS IN THE AMOUNT OF $48,760.00 (GENERAL FUNDS)

Mr. Duhon read all renewal items and on a motion to approve all renewals by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

PERMISSION TO ADVERTISE

Mr. Duhon read the following item:

Official Journal/RFP/General Funds

On a motion to approve by Mr. Dellafosse and a second by Mr. Hayes, the motion carried.

CONDOLENCES/RECOGNITIONS

Mr. Caldarera asked that the Westlake High School Lady Ram Basketball Team be recognized for making it to the quarter finals.

Mrs. Ballard recognized the recent *From the Classroom to a 5K,* recognizing staff for the event. She also recognized the upcoming student art exhibit and the

Seusical the Musical show at LaGrange High School.

Mr. Guidry thanked the coaches and the Sam Houston High School Baseball Team for taking the time and effort to visit with a Sulphur High School student, Cody Wynn, while he was undergoing treatment in Houston and they were there for a game. He also mentioned that Sam Houston High School put banners up recognizing the two DeQuincy High School students that were recently killed in a tragic auto accident.

Mr. Hardy asked for a letter of condolence for the following:

The family of Mr. Gabe Barkate
The family of Mrs. Betty Chavis
The family of Ms. Tonika Goins

Mrs. Gay and Mr. Dellafosse sked for a letter of condolence to the family of Coach Roosevelt Washington.

COMMITTEE AGENDA ITEMS

Mr. Breaux asked for information on expanding capacity of the alternative school and re-evaluation of our employment practices for future hires.

Mr. Hardy asked for information on the even distribution of AP courses at high school level and attendance zone information regarding Washington-Marion students and LaGrange students.

SCHEDULE COMMITTEES

Long Range Planning Committee Meeting.....March 15, 2016, 5:00 p.m.
Budget Committee Meeting.....March 22, 2016, 5:00 p.m.
Insurance Committee Meeting.....March 24, 2016, 5:00 p.m.
C&I Committee Meeting..... April 26, 2016, 5:00 p.m.
A&P Committee Meeting (Tentative).....April 26, 2016 (to follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Breaux and a second by Mr. Hayes, the meeting was adjourned at 7:47 p.m.

John Duhon, President

Karl Bruchhaus, Secretary

DRAFT

ITEM 5. A

2017 High School Teacher of the Year
Erin Harless, LaGrange High School

2017 Middle School Teacher of the Year
Carla Craddock, LeBlanc Middle School

2017 Elementary School Teacher of the Year
Cindy Poole, Vincent Settlement Elementary

Elementary AND Calcasieu Parish (Overall winner): Barrette McBride, Henning Elementary School

Middle: Emily Ardoin, Moss Bluff Middle School

High: Terri Shaw, Sam Houston High School

Item 5. C

All Parish Team

Haile Gilroy	Barbe High School
Michael Casteel	Sulphur High School
Justin Virella	LaGrange High School
Jack Shanks	Sam Houston High School
Richard Broussard	Bell City High School

Item 8. A

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board Long Range Planning Committee meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on March 15, 2016, at 5:00 p.m.

The meeting was called to order by Mack Dellafosse, Committee Chair. A prayer was led by Ron Hayes and the Pledge of Allegiance was led by Chad Guidry.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following committee members were present: John Duhon, Chuck Hansen, Dean Roberts, Fredman Hardy, Glenda Gay, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, and Wayne Williams.

Absent: Alvin Smith, Aaron Natali, Chad Guidry, Billy Breaux

PRESENTATION and TAKE APPROPRIATE ACTION

1. **Education Facility Master Planning – Best Practice** presentation by Chris Pellegrin with CSRS. Mr. Pellegrin was introduced by Ann Knapp, Chair of the Education Workforce Committee of the Go Group.

Mrs. Ballard offered a motion to give staff the authorization to advertise for a general facilities assessment plan, to be brought back to the Board for discussion and approval. Mr. Hayes seconded the motion. The motion carried on a 9-1 vote.

2. **Update on Short and Long Range Goals**

Riverboat Allocations

Mr. Duhon made a motion that all Riverboat Funds be used in classrooms only and nothing else. The motion failed with no second.

Mr. Roberts offered a motion that we continue doing what is being done now with Riverboat Funds for capital outlay, but there is no need for a motion since nothing would change.

Mr. Hardy made a motion that the Superintendent make sure that individual school districts are allocated Riverboat Funds based on requests by Board Members or

Principals and all districts would be treated equally. Mrs. Gay seconded the motion. The motion failed on a 7-3 vote.

Employee Retention & Recruitment

Vicky Johnson, President of CAE, submitted a blue card to comment on Employee Retention & Recruitment.

Dr. LaFargue gave an update on what the Personnel Department is doing to staff all positions for personnel in our District and their goal towards recruitment, retainment, and relationship building.

Due to the extended length of the meeting, Mr. Dellafosse suggested that the following agenda items be deferred until the next Long Range Planning Meeting on April 7, 2016, at 5:00 p.m.

Uniform School Safety Issues
Salary Schedule Corrections and Inequities
Facility Financing/Bonding

Long Range

Alternative School Plan
Employee Pharmacy/Medical Clinic

SCHEDULE COMMITTEES

Long Range Planning Committee Meeting..... April 7, 2016, 5:00 p.m.

ADJOURN MEETING

On a motion to adjourn by Mr. Hansen and a second by Mr. Roberts, the meeting was adjourned at 7:42 p.m.

John Duhon, President

Karl Bruchhaus, Secretary

Item 8. B

MINUTES
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING

March 22, 2016

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, March 22, 2016 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer was led by Mr. Smith and pledge by Mr. Caldarera. A quorum was present.

Present: Ron Hayes, Chairman, Eric Tarver - Vice Chairman, committee members Annette Ballard, Max Caldarera, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Dean Roberts, Alvin Smith, Wayne Williams and the secretary, Wilfred Bourne. Other Board members present were Billy Breaux, Mack Dellafosse, John Duhon and Aaron Natali.

Mr. Hayes called the meeting to order.

Mr. Bourne presented the first item on the agenda – 2015-2016 General Fund Budget Revision #2. Budget revision #2 includes Revenues and Other Sources of Funds of $333,463,029, an increase of $16,269,769, and Expenditures and Other Uses of Funds of $326,435,475, an increase of $10,475,671, over revision #1. Budget revision #2 projects a current surplus of $7,027,554 resulting in unreserved/undesignated fund balance of $52,332,741 or 15.69% of projected revenues.

On motion by John Duhon, seconded by Mr. Dellafosse and approved, it was recommended that Budget Revision #2 for the 2015-2016 General Fund Budget be approved as presented.

Next, as request by the committee, the issue of Stipends for Special Services Personnel with National certification was re-visited. Information was provided concerning requirements to qualify for the stipend, law provisions, and the current minimum national certification requirements.

Mrs. Ballard made a motion seconded by Mr. Duhon to approve a $2,500 annual stipend for each of the Special Services Personnel holding National Board Certification. This would be paid at the end of March in one check if employed at the beginning of the year and payment of the stipend would be contingent upon sales tax collections meeting or exceeding budgeted sales taxes through the end of February.

Speaking on a Blue card: Christa Foolkes, Speech Language Pathologist

The motion was amended by Mr. Guidry and seconded by Mr. Breaux to pay the full $5,000 stipend annually, same as teachers and counselors, starting in the next fiscal year and remove from the motion payment of the stipend contingent upon sales tax collections meeting or exceeding budgeted sales taxes through the end of February. Motion passed.

Then, the original motion as amended was voted on and passed.

The next item, presented by John Spikes the Director of Federal Programs, was the Title I Report. Mr. Spikes presented information on what is Title I, Title I Services, the formula to be considered a Title I school, per pupil allocation (bands) and school allocations. Other information provided was information concerning the schools and the number of employees that were paid from the Title I allocation.

After Mr. Spike's presentation, Mr. Hansen made a motion to lower the percentage to qualify for Title I for middle schools. There was much discussion on the issue and Mr. Breaux recommended sending this issue to staff to review different scenarios on different levels and bring back to the next finance committee meeting. Mr. Hansen withdrew his motion.

Mr. Dellafosse left the meeting.

Next, Item 4 concerning renovations to the Sulphur High School welding shop was presented by Mr. Bruchhaus. We are in need of additional shop slots to accommodate the increasing demand for welding classes. The cost estimate to modify the adjacent space would be $310,000. This funding would need to be a General Fund obligation.

Mr. Breaux, made a motion, seconded by Mr. Hansen, to approve the renovations to the Sulphur High School welding shop, with General Funds, and grant permission to advertise for bids.

After much discussion, the question was called by Mr. Tarver and seconded by Mrs. Ballard. The motion to cease discussion failed.

There was more discussion on the subject then the original motion was voted on and passed.

The last item on the agenda was the renewal fee proposal for Workers' Comp Claims Administration with York. The proposal is for a two year term; Year 1 fee proposal is $139,949, and Year 2 fee proposal is $143,448.

On motion by Mr. Tarver, seconded by Mr. Williams, approved the fee proposal and authorized the execution of a 2 year contract with York for Workers' Comp claims administration.

There being no further business to discuss, on motion by Mr. Tarver and seconded Mr. Duhon the committee adjourned the meeting at 7:05 p.m.

Item 8. C

MINUTES

EMPLOYEE BENEFITS COMMITTEE MARCH 24, 2016

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles, Louisiana, on Thursday, March 24, 2016, at 5:00 p.m. The meeting was called to order by Billy Breaux, Chairman. Ron Hayes gave the invocation and Wayne Foster led the Pledge of Allegiance.

The roll was called with a quorum being present. The following committee members were in attendance; Billy Breaux, Chairman; Ron Hayes, Diane Bagwell, Mary Margaret David, Wayne Foster, Mike Hill, Sue Hinchee, Carolyn Toups, Kimberly Tyree, and Hattie White.

Mr. Breaux called the meeting to order and honored Mr. Richard Gregory for all the years of service to the school board.

Ms. Skylar Giardina introduced Ms. Kathy Sonnier, Account Executive with Blue Cross Blue Shield of Louisiana, for presentation of the group health insurance renewal for the policy year May 1, 2016 - April 30, 2017.

Summary of Ms. Sonnier's presentation:

- Overall claims utilization is up 7.8% ($2,790,883) from the previous year.
- The average net claim per contract increased from $686.87 to $741.51.
- Prescription drugs have increased 9.5% at a cost of $1.93 million. However, this trend has decreased from the prior year trend of 22% ($3.06 million).

This has resulted in:

- 6.41% increase in premiums for 2016/2017 renewal.

Ms. Sonnier explained that The Affordable Care Act (PPACA) impact was to implement a new additional benefit plan choice for the new policy year beginning 5/1/2015 to insure that CPSB was ACA compliant for all employee income levels. At this time there are 33 employees in the BlueSaver — HSA Eligible Plan, with a $93 premium for single coverage. Ms. Sonnier also explained to the committee that the new ACA reporting requirement the 1094/1095C forms were mailed out to each employee covered under the group plan.

Ms. Giardina explained the Voluntary Preventive Care Incentive for 5/1/2015 — 4/15/2016, the completed requirements will result in a 5% reduction off employee only premium. This incentive is offered to all full time CPSB employees and retirees enrolled in the school boards health insurance plan, by earning 8 of the possible 20 points on the Preventive Care Incentive Form by April 15, 2016. The number of people that took advantage of the 5% discount was 464 for the year 2015-2016. Currently there are 610 enrolled in Preventive Care Incentive Program for the year 2016-2017.

Ms. Skylar Giardina introduced Mr. Richie Gregory of Regions Insurance for presentation of MetLife renewal for dental coverage renewing May 1, 2016, - April 30, 2017. Mr. Gregory explained to the committee the renewal with MetLife would have a zero increase. A motion was made by Ron Hayes, seconded by Wayne Foster passed unanimously to accept the 0% increase on the MetLife group dental renewal for the CPSB.

There being no further business, a motion to adjourn was made by Ron Hayes and seconded by Mike Hill and passed unanimously at 5:25 p.m.

Item 9. B

March 23, 2016

To: Karl Bruchhaus, Superintendent
John Duhon, School Board President
From: Sheryl Piper, Early Childhood Director
Subject: Calcasieu Child Care Resource and Referral Services

Grant Title: Calcasieu Child Care Resource and Referral Services (Renewal for 2016-2017)

Grant Source: State

Grant Amount: $184,906

Schools: Calcasieu Parish

Person Applying: Sheryl Piper – Early Childhood Director

Purpose: To ensure that more children are ready for kindergarten, a centralized location in Calcasieu Parish will continue to enhance high-quality teaching and early learning environment for children Birth to 5. Louisiana has multiple Early Childhood programs serving birth to age five "at-risk" children that operate with public funds, such as Child Cares, Head Start, Nonpublic School Early Childhood Development (NSECD) program and public school prekindergarten programs. To ensure that more children are ready for kindergarten, the Early Childhood Care and Education Act of 2012 (Act 3) charged the State Board of Elementary and Secondary Education with unifying these programs into a high-quality system. The grant will continue to ensure technical assistance and coaching to child care programs in order to improve interactions and instruction The strategies being used to satisfy this mandate are:

1. Unify expectations for high quality teaching and early learning by observing teacher/child interactions within child cares
2. Support teachers and providers to reach expectations
3. Measure and recognize progress
4. Provide information and high quality choices to families through the Unified Coordinated Enrollment process mandated by Act 3

ITEM 9. C

April 5, 2016

To: Karl Bruchhaus, Superintendent
John Dubon, School Board President
From: Sheryl Piper, Early Childhood Director
Subject: Approval of grant award

Grant Title: Calcasieu Parish School Board (CPSB) Head Start Program

Grant Source: Federal

Grant Amount: $3,698,218.00

Schools: DeQuincy Primary, J. D. Clifton Elementary, Jake Drost, Brenda H. Hunter, and J. I. Watson

Person Applying: Sheryl Piper – Early Childhood Director

Purpose: The Head Start Program provides an integrated approach of early childhood care and education that includes comprehensive services to four hundred fifty (450) children ages 3 and 4. It is designed to focus on providing early literacy and mathematical skills necessary for children to become Kindergarten ready. The program promotes school readiness by enhancing social and cognitive development of children by providing health, nutritional, social and other services. CPSB School Readiness Goals are aligned with the Head Start Childhood Development and Early Learning Framework and the Louisiana Birth to 5 Early Learning and Development Standards. Research-based assessment methods are being used to support teacher-child interactions and children's progress towards the school readiness goals. The program is currently participating in the implementation of the Community Network Pilot (Act 3). Head Start program also includes engaging parents, families and communities in their child's learning.

BOND RESOLUTION

A resolution providing for issuance, sale and delivery of $10,000,000 General Obligation Refunding Bonds of School District No. 25 of Calcasieu Parish, Louisiana, 2016 Series; prescribing the form, fixing the details and providing for the rights of the owners thereof; providing for payment of the principal of and interest on such bonds and application of proceeds thereof to refunding certain public school improvement bonds of said District; and providing for other matters in connection therewith.

WHEREAS, School District No. 25 of Calcasieu Parish, Louisiana (the "District") held an election on April 6, 2013, within said District, wherein the following proposition was proposed to and approved by the electorate of the District, to-wit:

BOND PROPOSITION

Shall School District No. 25 of Calcasieu Parish, Louisiana, incur debt and issue bonds in an amount not exceeding $13,200,000 for a period not to exceed twenty (20) years from the date thereof, with interest at a rate not exceeding eight (8%) percent per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said School District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, which said bonds shall be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of School District No. 25 of Calcasieu Parish, Louisiana, sufficient in rate and amount to pay said bonds in principal and interest, with the estimated millage rate to be 26.05 mills in the first year of issue?

WHEREAS, the District has heretofore issued $13,200,000 of its General Obligation Public School Improvement Bonds, 2013 Series, dated July 15, 2013 on original issue, of which $12,295,000 is currently outstanding (the "Outstanding Bonds") which Outstanding Bonds are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 and Article VII, Section 26(E) of the Constitution of the State of Louisiana, and those portions of Part II of Article VII of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and all other laws on the same subject matter; and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana, governing authority of the District has found and determined that advance refunding certain callable maturities of the Outstanding Bonds, consisting of those bonds which mature on July 15, 2022 to July 15, 2033, inclusive (the "Refunded Bonds"), would be advantageous to the District;

WHEREAS, the Calcasieu Parish School Board has adopted a preliminary resolution on February 2, 2016, expressing its intention to issue general obligation refunding bonds of the District in an amount not to exceed $10,000,000 pursuant to the Act;

WHEREAS, the State Bond Commission, on March 17, 2016, granted authority for issuance of the Bonds in the principal amount not exceeding $10,000,000, said Bonds to bear interest at a rate or rates not exceeding 5% per annum;

WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of $10,000,000 principal amount of its General Obligation Refunding Bonds, 2016 Series (the "Bonds"), for the purpose of advance refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof;

WHEREAS, in connection with refunding of the Refunded Bonds, the District has found and determined that it would be of substantial benefit to purchase a municipal bond insurance policy as more fully provided for herein, and to authorize acquisition thereof;

WHEREAS, it is further necessary to provide for application of the proceeds of the Bonds and to provide for other matters in connection with payment or redemption of the Refunded Bonds;

WHEREAS, in connection with issuance of the Bonds, it is necessary that provision be made for payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notice of Defeasance and Call for Redemption;

WHEREAS, it is necessary that this School Board as the governing authority of the District, prescribe the form and content of the Escrow Deposit Agreement providing for payment of the principal, premium and interest of the Refunded Bonds and authorize execution thereof as hereinafter provided;

WHEREAS, the District desires to sell the Bonds to the purchasers thereof and to fix the details of the Bonds and the terms of the sale of the Bonds in accordance with the Bond Purchase Agreement attached hereto as **Exhibit B**;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, State of Louisiana, acting as the governing authority of the District, that:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings in this resolution unless the context otherwise requires:

"Act" shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

"Bond" or "Bonds" shall mean any or all of the General Obligation Refunding Bonds, 2016 Series of the District, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from ad valorem taxes levied upon taxable properties within the District, and insured by a Financial Guaranty Insurance Policy.

"Bondholder," "Registered Owner," or "Owner" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent. Notwithstanding any provision of this Bond Resolution to the contrary, the Insurer shall, at all times, be deemed an owner of all the Bonds for the purposes of consenting to any resolution supplementing or amending this Bond Resolution, and shall be notified in advance of the adoption of any resolution supplemental or amendatory hereto whether or not the consent of the Owners is required.

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"Bond Resolution" shall mean the resolution authorizing issuance of the Bonds, as further amended and supplemented as herein provided.

"Bond Year" shall mean the one-year period ending on the principal payment date on the Bonds (July 15).

"Business Day" shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly

payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the District, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance policy securing payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the District in connection with the original issuance of Bonds.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

"Defeasance Obligations" shall mean (a) cash or (b) non callable Government Securities.

"District" shall mean School District No. 25 of Calcasieu Parish, State of Louisiana.

"Escrow Agent" shall mean Argent Trust Company, Ruston, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Resolution.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated as of May ___, 2016, between the District and the Escrow Agent, substantially in the form attached hereto as **Exhibit E**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

"Executive Officers" shall mean the President, the Secretary, and the Chief Financial Officer of the Calcasieu Parish School Board.

"Financial Guaranty Insurance Policy" shall mean the municipal bond new issue insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein.

"Fiscal Year" shall mean the one-year period commencing on July 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the District.

"Governing Authority" shall mean the School Board of Calcasieu Parish, State of Louisiana, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Insurer" shall mean, with respect to the Bonds, Build American Mutual Assurance Company, or its successor and assigns.

"Interest Payment Date" shall mean January 15 and July 15 of each year, commencing July 15, 2016.

"Outstanding," when used with reference to the Bonds, shall mean as of any date, all Bonds theretofore issued under the Bond Resolution, except:

1. Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

2. Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Bonds with the effect specified in Section 11.1 of this Bond Resolution, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Resolution, to the satisfaction of the Paying Agent, or waived;

3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Bond Resolution; and

4. Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Resolution or by law.

"Paying Agent" shall mean Argent Trust Company, Ruston, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" shall mean any individual, corporation, partnership, joint venture, association joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Pledged Tax Revenues" shall mean the net avails or proceeds of the unlimited ad valorem tax levied against all assessable properties within the District, as approved by the electorate of the District in an election previously held therein.

"Qualified Investments" shall mean (i) cash, (ii) Government Securities, and (iii) time certificates of deposit of state banks organized under the laws of the State and national banks having their principal office in the State which are fully collateralized by government securities as provided by Louisiana law, or any other investment security which may be permitted by Louisiana law and approved in writing by the Insurer with notice to Standard & Poor's Corporation.

"Record Date" shall mean, with respect to an Interest Payment Date, the close of

business on the first calendar day of the month in which an Interest Payment is due, whether or not such day is a Business Day.

"Refunded Bonds" shall mean those bonds of the District's outstanding General Obligation Public School Improvement Bonds, 2013 Series, dated July 15, 2013 on original issue, maturing July 15, 2022 to July 15, 2033, inclusive, which are being refunded by the Bonds, as more fully described in **Exhibit A** hereto.

"State" shall mean the State of Louisiana.

"Underwriter" shall mean Crews & Associates, Inc., Little Rock, Arkansas.

SECTION 1.2. Interpretation. In this Bond Resolution, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Resolution shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds. (a) This Bond Resolution creates an issue of Bonds to be designated "General Obligation Refunding Bonds, 2016 Series, of School District No. 25 of Calcasieu Parish, Louisiana" and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.

(b) The Bonds issued under this Bond Resolution shall be issued for the purpose of advance refunding the Refunded Bonds through escrow of a portion of the proceeds of the Bonds, together with other available moneys of the District, in Government Securities plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 13.1 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Resolution, provision will have been made for the performance of all covenants and agreements of the District incidental to the Refunded Bonds, and accordingly, and in compliance with all that is herein provided, the District is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement, and that the Refunded Bonds will be defeased pursuant to the terms of the resolution of the Governing Authority which authorized their issuance, and the Act.

(d) The Escrow Agreement is hereby approved by the Governing Authority of the District and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the District substantially in the form of **Exhibit E** hereof, with such changes, additions, deletions or completions deemed appropriate by such signing officials, and it is expressly provided and covenanted that all of the provisions for payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

(e) The District does hereby find that since substantial benefits will accrue from the insurance of the Bonds, the Bonds are being insured by the Insurer and an appropriate legend shall be printed on the Bonds as evidence of such insurance. The cost of the Financial Guaranty Insurance Policy shall be paid by the District from proceeds of the Bonds.

SECTION 2.2. Bond Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Resolution shall be a part of the contract of the District with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the

time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Resolution.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Pledged Tax Revenues. The Pledged Tax Revenues are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for payment of the Bonds in principal, premium, if any, and interest as they shall become due and payable, and for other purposes hereinafter set forth in this Bond Resolution. All of the Pledged Tax Revenues shall be set aside in a separate fund as hereinafter provided, and shall be and remain pledged for the security and prompt payment of the Bonds, in principal, premium, if any, and interest and for all other payments provided for in this Bond Resolution until such Bonds shall have been fully paid and discharged.

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of $3,540,000 principal amount of Bonds to be designated "General Obligation Refunding Bonds of School District No. 25 of Calcasieu Parish, Louisiana, 2016 Series," for the purpose of advance refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of $5,000 principal amount or any integral multiple of $5,000 in excess thereof within a single maturity, and shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on May 1 in the years and in the principal amounts and shall bear interest, payable on May 1 and November 1 of each year commencing November 1, 2016, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE (May 1)	MATURITY AMOUNT	INTEREST RATE
2014	$ 30,000	1.000%
2015	30,000	2.000%
2016	185,000	2.000%
2017	190,000	2.000%
2018	195,000	2.000%
2019	205,000	2.000%
2020	210,000	2.000%
2021	220,000	2.000%
2022	220,000	2.125%
2023	230,000	2.250%
2024	235,000	2.375%
2025	245,000	2.500%
2026	250,000	2.500%
2027	265,000	2.625%
2028	270,000	2.750%
2029	280,000	3.000%
2030	280,000	3.125%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the District shall default in payment of interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) not withstanding cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Exchange of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Resolution to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the District, the Insurer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon the occurrence and continuance of an Event of Default, as defined in Section 9.1, which would require the Insurer to make payments under the Financial Guaranty Insurance Policy, the Insurer and its designated agent shall be provided with access to inspect and copy the registration books of the District for the Bonds.

Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The District and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date, or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the District, evidencing the same debt and entitled to the same benefits under this Bond Resolution as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the District, the Insurer and the Paying Agent, and any agent of the District, the Insurer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be

overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, the Insurer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, the Insurer and the Paying Agent, (ii) giving to the District, the Insurer and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District and the Insurer may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District and the Insurer may prescribe and (iv) paying such expenses as the District, the Insurer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:971 through 39:974."

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligation of the District upon the duplicate Bonds being identical to their obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3. Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the District may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the District, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Executive Officers an appropriate certificate of cancellation.

SECTION 3.5. Execution. The Bonds shall be executed in the name and on

behalf of the District by the manual or facsimile signatures of the President and Secretary of the Calcasieu Parish School Board, and the corporate seal of the Calcasieu Parish School Board (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the District may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6. Book Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Secretary of the Issuer or any other officer of the Issuer is authorized to execute of the Bonds in "book-entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by th Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Bonds, the beneficial Owner may be charged a sum sufficient to cover such beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The Issuer determines that continuation of the system of book-entry

transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any of its obligations including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy *in lieu* of consent.

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 3.7. Regularity of Proceedings. The District, having investigated the regularity of the proceedings had in connection with issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least one (1) Business Day in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

SECTION 4.2. District Obligated to Collect Tax. In compliance with the laws of the State, the District, through the Governing Authority, by proper resolutions and/or ordinances is obligated to cause the ad valorem taxes to continue to be assessed, levied and collected for the full period of their authorization or until all of the Bonds have been retired as to both principal and interest, or provision therefor has been made in accordance with the provisions of Section 11.1 hereof, and further the District shall not discontinue or terminate or permit to be discontinued or terminated the ad valorem taxes in anticipation of the collection of which the Bonds have been issued, nor in any way make any change which would adversely effect the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds have been retired as to both principal and interest, or provision therefor has been made in accordance with the provisions of Section 11.1 hereto.

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in a separate and special bank account established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 25 2016 General Obligation Refunding Bond Sinking Fund" (the "Sinking Fund"). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Bonds payable from said fund, at least one (1) Business Day in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

All or any part of the moneys in the Sinking Fund shall, at the written request of the District, be invested in Qualified Investments, provided that Bond proceeds representing accrued interest, if any, shall be invested in Government Securities, maturing prior to the first interest payment date of the respective issues of bonds as herein provided. All income derived from such investments shall be added to the applicable Sinking Fund, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the Sinking Fund is herein created.

SECTION 4.4. Funds to Constitute Trust Funds. The Sinking Fund provided

for in Section 4.3 hereof shall all be and constitute a trust fund for the purposes provided in this Bond Resolution, and the Owners of Bonds issued pursuant to this Bond Resolution are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such fund shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

SECTION 4.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, investments shall be valued at the lower of cost or market price, exclusive of accrued interest. With respect to the Sinking Fund valuation shall occur annually. If any investment in the Sinking Fund ceases to be a Qualified Investment, then such non-conforming investment shall be sold or liquidated (unless otherwise approved by the Insurer) and the proceeds thereof invested in Qualified Investments.

ARTICLE V

REDEMPTION OF BONDS

SECTION 5.1. Optional Redemption. Those Bonds maturing July 15, _____ and thereafter, shall be callable for redemption at the option of the District prior to their stated maturities, in full or in part at any time on or after July 15, _____, at a redemption price of 100% of the principal amount of each Bond redeemed, together with accrued interest to the date fixed for redemption.

In the event a Bond to be redeemed is of a denomination larger than $5,000, a portion of such Bond ($5,000 or any multiple thereof) may be redeemed. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent and there shall be delivered to the Owner of such Bond, a Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

SECTION 5.2. Notice to Paying Agent. In the case of any optional redemption of Bonds, the District shall give written notice to the Paying Agent and the Insurer of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Bonds or portions of Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

SECTION 5.3. Notice of Redemption. Notice of any such optional redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Insurer and to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Paying Agent. In no event shall any notice of redemption be given to the Owners, other than with respect to the Bonds that are the subject of a refunding unless the District shall have theretofore deposited moneys available therefore with the Paying Agent in an amount which, in addition to other amounts, if any, available therefor held by the Paying Agent, will be sufficient to redeem on the redemption date, at the redemption price thereof together with accrued interest to the redemption date, all of the Bonds to be redeemed. Failure to give such notice by mailing to the Insurer or to any Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds.

All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) if less than all the Bonds are to be redeemed, the identifying number (and in the case of partial redemption, the respective principal amounts) and CUSIP number of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Bond and interest thereon will cease to accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered for payment. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of such Bonds receives the notice. On or before any redemption date the Paying Agent shall segregate and hold in trust funds furnished by the District for payment of the Bonds or portions thereof called, together with accrued interest thereon and premium, if any, to the redemption date. Upon the giving of notice and deposit of funds for redemption, interest on such Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. If said moneys shall not be so available on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Paying Agent shall have received the items required by Section 3.2 with respect to any mutilated, lost, stolen or destroyed Bond. Upon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the Owner thereof a new Bond or Bonds of authorized denominations of maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

SECTION 5.4. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 5.3, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds or portions thereof shall be paid at the redemption price plus interest accrued and unpaid to the redemption date.

SECTION 5.5. Purchase of Bonds. The Paying Agent shall endeavor to apply any moneys furnished by the District for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. Subject to the above limitations, the Paying Agent, at the direction of the District, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the District for such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity (excluding accrued interest, but including any brokerage or other charges) in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, plus accrued interest, and, provided further, that the District may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date for redemption of Bonds.

ARTICLE VI

PARTICULAR COVENANTS, ADDITIONAL BONDS

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of the issuance of the Bonds, the District hereby binds and obligates itself to: (a) deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds, together with additional moneys of the District, as will enable the Escrow Agent to pay in full on July 15, 2018, the Refunded Bonds; (b) deposit in trust with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to establishment and administration of the Escrow Fund.

SECTION 6.2. Payment of Bonds. The District shall budget in each Fiscal Year sufficient Pledged Tax Revenues to make all payments required by Section 4.3 in such Fiscal Year, and shall also duly and punctually pay or cause to be paid as herein provided, the principal of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.3. Tax Covenants. (A) To the extent permitted by the laws of the State, the District will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The District shall not take any action or fail to take any action, nor shall they permit at any time or times any of the proceeds of the Bonds or any other funds of the District to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(B) The District shall not permit at any time or times any proceeds of the Bonds or any other funds of the District to be used, directly or indirectly, in a manner which would result in exclusion of interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

(C) For purposes of paragraphs (A) and (B) above, "interest" shall include any original issue discount properly allocable to the holder of a Bond.

(D) The District has found and determined that the Bonds herein authorized may be, and are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 6.4. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause the enforcement and collection the ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the

Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for the levying, imposition, enforcement and collection of the ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing the ad valorem taxes and pursuant to which the ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of the collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

SECTION 6.5. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from collection of the ad valorem taxes, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 6.6. District to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the receipts of the ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds or the Insurer. The District further agrees that the Paying Agent, the Insurer and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the ad valorem taxes.

SECTION 6.7. Pledged Tax Revenues Not Encumbered. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to the payment of the Refunded Bonds and other bonds previously issued by the District.

ARTICLE VII

SUPPLEMENTAL BOND RESOLUTIONS

SECTION 7.1. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution and/or ordinance supplemental hereto may be adopted, which, upon filing with the Paying Agent and the Insurer of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (b) to add to the limitations and restriction in the Bond Resolution other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (c) to surrender any right, power or privilege reserved to or conferred upon the District by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the District contained in the Bond Resolution; (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; or (e) to insert such provisions clarifying matters or question arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect. Notwithstanding the foregoing, no provision of the Bond Resolution expressly recognizing or granting rights in or to the Insurer may be amended in any manner which affects the rights of the Insurer under the Bond Resolution without the prior written consent of the Insurer.

SECTION 7.2. Supplemental Resolutions Effective With Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the District to levy and collect the ad valorem taxes for payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of said Bonds. The consent of the Insurer shall be required (i) in addition to Bondholder consent, when required, for adoption of any supplemental resolution, and all supplemental resolutions must be filed with the Insurer immediately upon adoption, (ii) for removal of the Paying Agent and selection and appointment of any successor paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

ARTICLE VIII

PARITY BONDS

SECTION 8.1. Issuance of Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Pledged Tax Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The District may issue other bonds or obligations payable from or enjoying a lien on the Pledged Tax Revenues on a parity with the Bonds.

The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded.

ARTICLE IX

REMEDIES ON DEFAULT

SECTION 9.1. Events of Default. If one or more of the following events (in this Bond Resolution called Events of Default) shall happen, that is to say,

(a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Financial Guaranty Insurance Policy); or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Financial Guaranty Insurance Policy); or

(c) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by the Insurer or the Owners of not less than 25% of the Bond Obligation (as defined in the Bond Resolution); or

(d) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, The Insurer and the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law; provided, however, that the exercise of remedies at the direction of the Owners is subject to the prior written consent of the Insurer, and the Insurer, acting alone, shall have the exclusive right to direct any action or remedy to be undertaken so long as it is not then in default of its payment obligations under the Financial Guaranty Insurance Policy. Under no circumstances may the principal or interest of any of the Bonds be accelerated. The District shall notify the Insurer immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent, the Owners and the Insurer; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners and the Insurer shall be restored to the former positions.

SECTION 9.2. Notice to Insurer of Events of Default. The Paying Agent shall provide the Insurer with immediate notice of any Event of Default, and notice of any other default known to the Paying Agent within five Business Days of the Paying Agent's knowledge

thereof.

ARTICLE X

CONCERNING FIDUCIARIES

SECTION 10.1. Escrow Agent; Appointment and Acceptance of Duties. Argent Trust, a Division of National Independent Trust Company, in the City of Ruston, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the District, subscription forms for any Government Securities required by the Escrow Agreement.

SECTION 10.2. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Argent Trust, a Division of National Independent Trust Company, in the City of Ruston, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least $30,000,000, or assets under management of at least $25,000,000, and (iii) be subject to supervision or examination by Federal or state authority , and (iv) be acceptable to the Insurer. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent, and until written notice thereof shall have been given to the Insurer. The Insurer shall have the right to remove the Paying Agent upon written notice to the District and the Paying Agent. Any successor Paying Agent, if applicable, shall not be appointed unless the Insurer approves such successor in writing. Notwithstanding any other provision of this Bond Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Resolution, the Paying Agent shall consider the effect on the Bondholders as if there were no Municipal Bond New Issue Insurance Policy.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Defeasance. (a) If the District shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest to become due thereon, and any amounts which may be then payable by the District with respect to the Municipal Bond New Issue Insurance Policy to the Insurer, at the times and in the manner stipulated therein and in this Bond Resolution, then the covenants, agreements and other obligations of the District to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the District, execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the District any moneys, securities and funds held by it pursuant to the Bond Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment of which sufficient Defeasance Obligations shall have been set aside and held in trust by the Paying Agent or an escrow agent (through deposit by the District of funds for such payment or redemption or otherwise) at a maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section.

Any Bond shall, prior to maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

No defeasance shall be effective unless the Insurer and the Paying Agent shall be provided with a copy of the accountant's verification referred to in (iii) above, together with an opinion of Bond Counsel, addressed to the District, the Insurer and the Paying Agent, that the Bonds are no longer Outstanding under the Bond Resolution and the laws of the State. In connection with the defeasance of any of the Bonds, the escrow agreement shall provide that no substitution of any Defeasance Obligation shall be permitted except with other qualifying Defeasance Obligations and with upon delivery of a new accountant's verification and opinion of Bond Counsel.

Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts

sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

Notwithstanding the foregoing, amounts paid by the Insurer under the Municipal Bond New Issue Insurance Policy shall not be deemed to be paid or defeased and shall continue to be due and owing until paid by the District in accordance with this Bond Resolution. All covenants, agreements and other obligations of the District to the Bondholders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Bondholders.

SECTION 11.2. Evidence of Signatures of Bondholders and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which the Bond Resolution may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

1. The fact and date of execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

2. The ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in accordance therewith.

SECTION 11.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 11.4. Parties Interested Herein. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or

corporation, other than the District, the Insurer, the Paying Agent and Owners of the Bonds any right, remedy or claim under or by reason of the Bond Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Insurer, the Paying Agent and Owners of the Bonds.

SECTION 11.5. No Recourse on the Bonds. No recourse shall be had for payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Resolution against any member of the Governing Authority or officer of the District or any person executing the Bonds.

SECTION 11.6. Successors and Assigns. Whenever in this Bond Resolution the District are named or referred to, it shall be deemed to include their successors, and assigns and all the covenants and agreements in this Bond Resolution contained by or on behalf of the District shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.

SECTION 11.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof, or the Insurer, shall be subrogated to all the rights and remedies against the District had and possessed by the Owner or Owners of the Refunded Bonds.

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 11.9. Publication of Bond Resolution; Peremption. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty days after the date of publication, any person in interest may contest the legality of this Bond Resolution, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty days, no person may contest the regularity, formality, legality or effectiveness of this Bond Resolution, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 11.10. Execution of Documents. In connection with issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to

execute on behalf of the District such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.11. Recordation. A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

ARTICLE XII

SALE OF BONDS

SECTION 12.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Underwriter at a price of $_____ comprised of $10,000,000 principal, plus $_____ of Original Issue Premium, less $_____ Underwriters's Discount, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution, registration by the Secretary of State and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the District of the agreed purchase price. The Bond Purchase Agreement attached hereto as **Exhibit B** is hereby approved and accepted and the Executive Officers are hereby authorized, empowered and directed to accept same on behalf of the District and deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

SECTION 12.2. Official Statement. The District hereby approves the form and content of the Preliminary Official Statement pertaining to the Bonds, as submitted to the District, and hereby ratifies its prior use in connection with offering and sale of the Bonds. The District further approves the form and content of the final Official Statement and hereby authorizes and directs execution thereof by the Executive Officers and delivery of such final Official Statement to the Underwriter for use in connection with the public offering of the Bonds.

SECTION 12.3. Executive Officers Determine Bond Terms. The Executive Officers are hereby designated as representatives of the District and are authorized to accept and execute on behalf of the District an offer of the Underwriters for purchase of the Bonds as expressly set forth in the Bond Purchase Agreement, provided (i) a financial guaranty insurance policy is obtained for the Bonds, and (ii) the offer of purchase by the Underwriter is received by the Executive Officers by not later than April 12, 2016, and such offer sets an average interest rate of _____% per annum, and a sales price of the Bonds at not less than _____% of the par value thereof.

The Executive Officers be and they are hereby authorized and directed to take all actions in conformity with the Act, if necessary, or reasonably required to effectuate issuance, sale and delivery of the Bonds and shall take all action necessary or desirable in conformity with the Act for carrying out, giving effect to and consummating the transactions contemplated by the Bonds, this Bond Resolution, the Bond Purchase Agreement, the Preliminary Official Statement and the Final Official Statement, including without limitation, execution and delivery of any closing documents in connection with issuance, sale and delivery of the Bonds. The Executive officers are specifically authorized to approve such changes to said documents as are necessary and appropriate and not contrary to the general tenor thereof, such approval to be conclusively evidenced by such execution thereof.

ARTICLE XIII

REDEMPTION OF REFUNDED BONDS

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on July 15, 2018, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

SECTION 13.2. Notice of Redemption. In accordance with the resolution authorizing issuance of the Refunded Bonds, notice of redemption in substantially the form attached hereto as **Exhibit D**, shall be given by means of first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption, addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the paying agent for the Refunded Bonds.

ARTICLE XIV

PROVISIONS RELATING TO INSURER

SECTION 14.1. **[to come from Insurer]**

ARTICLE XV

CONTINUING DISCLOSURE UNDERTAKING

SECTION 15.1. Continuing Disclosure. The Chief Financial Officer of the District is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix E of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ADOPTED AND APPROVED on this 12th day of April, 2016.

/s/ John Duhon
JOHN DUHON, President
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary
Calcasieu Parish School Board

Item 9. D

RESOLUTION

WHEREAS, Mr. Max Caldarera was elected to a four-year term on the Calcasieu Parish School Board representing District 9 of Calcasieu Parish, Louisiana, and took office in January, 2015; and

WHEREAS, Mr. Caldarera was taken by death on March 28, 2016, thereby creating a vacancy in the District 9 seat of the Calcasieu Parish School Board; and

WHEREAS, under Louisiana law, it is the duty of the Calcasieu Parish School Board to timely fill this vacancy for the interim period until an election can be held in accordance with law;

NOW, THEREFORE, BE IT RESOLVED by the Parish School Board of Calcasieu Parish, Louisiana, convened in regular session on the 12th day of April, 2016, that it does hereby appoint _____, effective as of this date, as a member of the Calcasieu Parish School Board representing District 9 of Calcasieu Parish, Louisiana, with said appointment to expire at such time as the vacancy is filled by an election in accordance with law.

Upon motion made by _____, seconded by _____, and carried unanimously, the following proclamation was issued in accordance with La. R.S. 18:602E(2)(a) ordering a special election to fill the vacancy in the District 9 seat:

PROCLAMATION

BE IT PROCLAIMED by the Parish School Board of Calcasieu Parish, Louisiana, convened in regular session on the 12th day of April, 2016, and in accordance with La. R.S. 18:467, 468, and La. R.S. 18:602, that:

SECTION 1. On March 28, 2016, Max Caldarera, the duly elected School Board member representing District 9 of Calcasieu Parish, Louisiana, died, thereby creating a

vacancy in the District 9 seat of the Calcasieu Parish School Board.

SECTION 2. On April 12, 2016, in regular session, the members of the Calcasieu Parish School Board, by a unanimous vote, appointed _____ to replace Mr. Caldarera as the School Board member from District 9 of the Parish of Calcasieu, Louisiana, until such time as an election is held to fill the seat.

SECTION 3. The special election for the vacated School Board seat representing District 9 of Calcasieu Parish, Louisiana, will be held as follows:

(a) Primary election - November 8, 2016

(b) General election - December 10, 2016

SECTION 4. All persons seeking the office of School Board member representing District 9 of Calcasieu Parish, Louisiana, have beginning on July 20, 2016, and ending at 4:30 p.m. on July 22, 2016, to qualify as a candidate for the vacated seat.

THUS PASSED AND ADOPTED on this 12th day of April, 2016.

/s/ John Duhon
JOHN DUHON, President
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary
Calcasieu Parish School Board

Re: Special Election to fill vacancy

La. R.S. 18:602 - vacancy

Within 20 days declare that the vacancy has occurred and proceed to appoint a person who meets the qualifications to fill the vacancy;

Within 20 days issue a proclamation ordering a special election to fill the vacancy and specify the dates of the primary (**November 8, 2016**) and general (**December 10, 2016**) elections, and the dates of qualifying period for candidates in the special election.

Date of Vacancy	No. of Days	Proclamation Deadline
March 28, 2016	20	April 17, 2016

Within 24 hours after issuing the proclamation, the School Board shall send a copy of the proclamation by certified or registered mail to the Clerk of Court and to the Secretary of State.

The person appointed shall serve only until the successor is elected and takes office.

La. R.S. 18:467; 18:468 - Qualifying Period

Qualifying period for candidates in a special election held at the same time as a congressional primary election opens on the Third Wednesday in July (July 19, 2016) and closes at 4:30 p.m. on the Friday after the opening (July 22, 2016).

2016 ELECTIONS

Date of Election	March 5	April 2	November 8	December 10
Type of Election	Presidential Preference Primary and Municipal Primary	Municipal General	Open Primary/ Presidential/ Congressional	Open General/ Congressional
Deadline: Specials	11/4/2015	n/a	7/20/2016	n/a
Deadline: Propositions	11/4/2015	2/16/2016	7/20/2016	10/25/2016
Qualifying Dates	12/2/2015 – 12/4/2015	n/a	8/17/2016 – 8/19/2016	n/a
Last Day to Register to Vote	2/3/2016	3/2/2016	*10/11/2016	11/9/2016
Deadline to Request a Mail Ballot from Registrar (other than Military and Overseas)	3/1/2016	3/29/2016	11/4/2016	12/6/2016
Deadline for Registrar to Receive Voted Mail Ballot (other than Military and Overseas)	3/4/2016	4/1/2016	11/7/2016	12/9/2016
Early Voting Begins	2/20/2016	3/19/2016	10/25/2016	11/26/2016
Early Voting Ends	2/27/2016	3/26/2016	11/1/2016	12/3/2016

*10/10/2016 is Columbus Day (national postal holiday)

PRESIDENTIAL QUALIFYING

3/5/2016 Presidential Preference Primary: Democratic/Republican presidential nominees - Qualifying period begins 12/2/2015, ends 12/4/2015.

11/8/2016 Presidential Election:

- **Recognized political party candidates** are certified to SOS by state central committee prior to 4:30 p.m. on 8/16/2016. If not properly certified by state central committee, then national chairman of Democratic/Republican Party certifies presidential candidates to SOS prior to 4:30 p.m. on 8/19/2016.
- **Other presidential candidates** - Qualifying period begins 7/19/2016, ends 4:30 p.m. on 8/19/2016.

NOTE: DATES ARE SUBJECT TO CHANGE BY THE LEGISLATURE

STATE OF LOUISIANA

PERMANENT SIDEWALK EASEMENT

PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT **CALCASIEU PARISH SCHOOL BOARD, herein represented by Karl Bruchhaus, Superintendent,** hereinafter referred to as "GRANTOR", for public and mutual benefit, does hereby grant unto **THE TOWN OF IOWA, LOUISIANA**, a political subdivision of the State of Louisiana herein after referred to as "GRANTEE" its successors and assigns, a permanent sidewalk easement, all as set forth on the tract referred to herein and as more specifically identified on the attached exhibit to enter upon and thereon to construct and maintain a sidewalk (at no cost and liability to GRANTOR), together with all rights of ingress and egress to and from said works for the purposes authorized herein.

Said utility easement is more particularly described on accompanying plat, Exhibit A "Sidewalk Easement from Calcasieu Parish School Board to the Town of Iowa", dated March 10, 2016, prepared by D.W. Jessen & Associates, L.L.C., attached hereto and made a part hereof.

This sidewalk easement is an exclusive servitude in favor of GRANTEE; the sidewalk easement being perpetual.

This agreement is in the nature of a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

Thus done and signed at the Town of Iowa, Parish of Calcasieu, State of Louisiana, this _____ day of _____, 2016.

WITNESSES:

_____ _____

Printed:_____

KARL BRUCHHAUS,
SUPERINTENDENT OF CALCASIEU
PARISH SCHOOL BOARD

_____

Printed:_____

WITNESSES:

_____ _____

Printed:_____

MAYOR CAROL PONTHIEUX
TOWN OF IOWA

_____

Printed:_____

_____ _____

NOTARY PUBLIC
(For Calcasieu Parish School Board)

Printed Name: _____

Notary No.: _____

My Commission Expires:_____

NOTARY PUBLIC
(For Town of Iowa)

Printed Name: _____

Notary No.: _____

My Commission Expires:_____

EXHIBIT 'A'

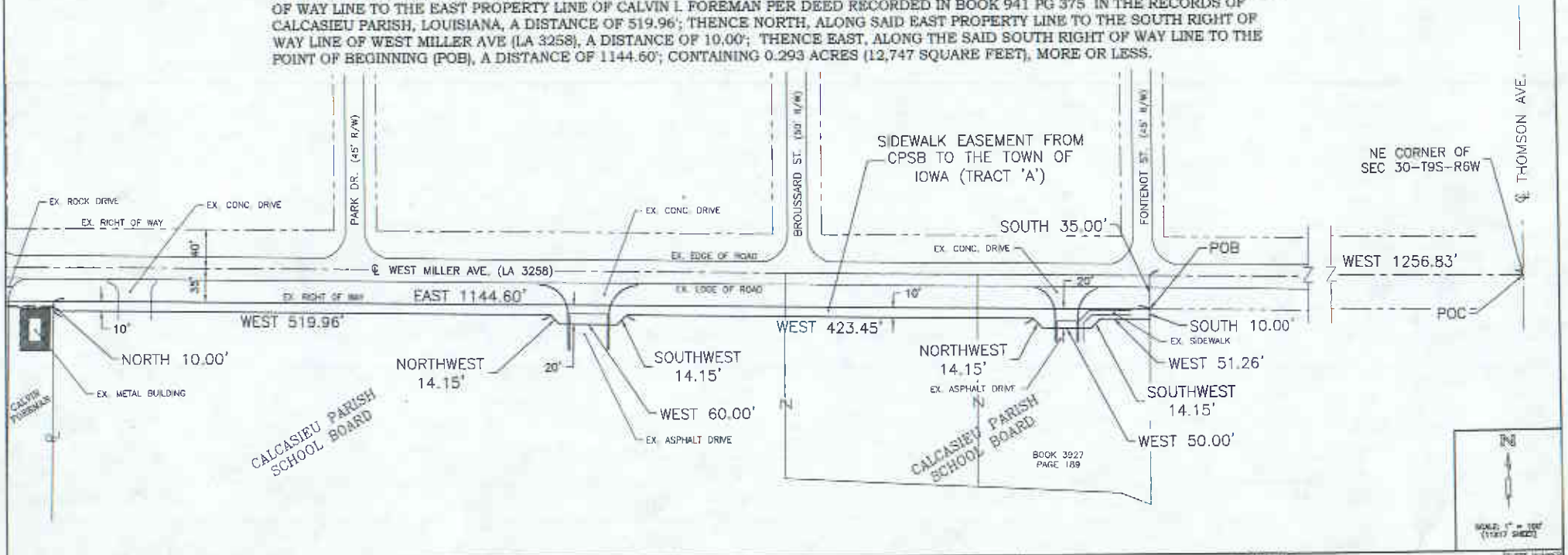
SIDEWALK EASEMENT FROM CALCASIEU PARISH SCHOOL BOARD TO THE TOWN OF IOWA

A SIDEWALK EASEMENT, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 WEST, CALCASIEU PARISH, LOUISIANA, ALONG THE SOUTH SIDE OF WEST MILLER AVE. (LA 3258), SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 WEST; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 30, TO THE EAST LINE OF THE CALCASIEU PARISH SCHOOL BOARD (CPSB) TRACT PER DEED RECORDED IN BOOK 3927 PAGE 189 IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, A DISTANCE OF 1256.83'; THENCE SOUTH, ALONG SAID EAST CPSB BOUNDARY LINE TO THE POINT OF BEGINNING (POB) ON THE SOUTH RIGHT OF WAY LINE OF WEST MILLER AVE (LA 3258), A DISTANCE OF 35.00'; THENCE SOUTH, ALONG SAID CPSB BOUNDARY LINE , A DISTANCE OF 10.00'; THENCE WEST, PARALLEL TO THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 51.26'; THENCE SOUTHWEST, TO A POINT 20.00' SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 14.15'; THENCE WEST, PARALLEL TO THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 50.00'; THENCE NORTHWEST, TO A POINT 10.00' SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 14.15'; THENCE WEST, PARALLEL TO THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 423.45'; THENCE SOUTHWEST, TO A POINT 20.00' SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 14.15'; THENCE WEST, PARALLEL TO THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00'; THENCE NORTHWEST, TO A POINT 10.00' SOUTH OF EXISTING RIGHT OF WAY LINE, A DISTANCE OF 14.15'; THENCE WEST, PARALLEL TO THE SAID SOUTH RIGHT OF WAY LINE TO THE EAST PROPERTY LINE OF CALVIN I. FOREMAN PER DEED RECORDED IN BOOK 941 PG 375 IN THE RECORDS OF CALCASIEU PARISH, LOUISIANA, A DISTANCE OF 519.96'; THENCE NORTH, ALONG SAID EAST PROPERTY LINE TO THE SOUTH RIGHT OF WAY LINE OF WEST MILLER AVE (LA 3258), A DISTANCE OF 10.00'; THENCE EAST, ALONG THE SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING (POB), A DISTANCE OF 1144.60'; CONTAINING 0.293 ACRES (12,747 SQUARE FEET), MORE OR LESS.

GENERAL NOTES:

1. The purpose of this exhibit is to create a legal description and sketch for a proposed sidewalk servitude to the Town of Iowa. The description contained herein is based upon information obtained from the Calcasieu Parish Police Jury web site, the Clerk of Court recordation information, and files in the office of D. W. Jessen & Associates, and said exhibit therefore does not constitute a boundary survey meeting LAC Title 46, Part LXI.



			DRAWN	T. REED	
			APPROVED	D. W. JESSEN, JR.	
			DATE	03-10-2016	
			ACAD FILE	I-2015-115 W. MILLER SIDEWALK	
			REFERENCE	N/A	
NO.	DATE	REVISION DESCRIPTION	BY	FIELD BOOK	BOOK No.

D. W. Jessen & Associates, LLC
Civil and Forensic Engineers Lake Charles, Louisiana
D. W. Jessen, P.E., P.L.S.

I-2015-115
TOWN OF IOWA
EXHIBIT 'A'
WEST MILLER SIDEWALK – HARDY TO FONTENOT STREET
PROPOSED SIDEWALK EASEMENT

SHEET NUMBER 1

2016 Expirations			ITEM 9. F
CONTRACTED EMPLOYEE	EXPIRATION DATE	LOCATION	
PRINCIPALS			
Adaway, Nicole	31-Jul-16	M.J. Kaufman Elementary	
Anderson, Shonna	31-Jul-16	Molo Middle	
Barrentine, Robert	31-Jul-16	Sulphur High	
Brinkley, Brad	31-Jul-16	Maplewood Elementary	
Bushnell, Melissa	31-Jul-16	Dolby Elementary	
Caldarera, Frank	31-Jul-16	S.P. Arnett Middle	
Clanton, Owen	31-Jul-16	F.K. White Middle	
Coleman, Felicia	31-Jul-16	Positive Connections	
Collins, Terry	31-Jul-16	W.T. Henning Elementary	
David, Joseph	31-Jul-16	LeBlanc Middle/Drost Special	
Doyle, Denise	31-Jul-16	DeQuincy Middle	
Fox, Joy	31-Jul-16	R.W. Vincent Elementary	
Geyen, Rodney	31-Jul-16	Pearl Watson Elementary	
Godfrey, Phyllis	31-Jul-16	T.H. Watkins Elementary	
Granger, Gena	31-Jul-16	Vinton Middle	
Guillory, Reinette	31-Jul-16	Bell City High	
Hamilton, Lynn	31-Jul-16	Cypress Cove Elementary	
Jackson, Willona	31-Jul-16	College Oaks Elementary	
Joubert, Michelle	31-Jul-16	J.J. Johnson Elementary	
Juneau, Michael	31-Jul-16	Henry Heights Elementary	
Lopez, Carmen	31-Jul-16	LeBleu Settlement Elementary	
O'Banion, Karyl	31-Jul-16	Fairview Elementary	
Oakley, Michael	31-Jul-16	Iowa High/Middle	
Robinson, Dinah	31-Jul-16	J.F. Kennedy Elementary	
Savoy, Tim	31-Jul-16	Gillis Elementary	
Schooler, Patricia	31-Jul-16	J.I. Watson Elementary	
Shelton, Carol	31-Jul-16	DeQuincy Elementary	
Shelton, Jacqueline	31-Jul-16	Washington- Marion High	
Smith, Cary	31-Jul-16	Starks High	
Smith, Mildred	31-Jul-16	Combre-Fondel Elementary	
St. Mary, Shaalom	31-Jul-16	Oak Park Elementary	

Sylvest, Dan	31-Jul-16	W.W. Lewis Middle		
ASSISTANT PRINCIPALS				
Barrentine, Dielle	31-Jul-16	Sulphur 9th Grade		
Bertrand, Lori	31-Jul-16	St. John Elementary		
Brady, Melanie	31-Jul-16	Gillis Elementary		
Caldwell, Adam	31-Jul-16	Nelson Elementary		
Conrad, Mari-Scott	31-Jul-16	Sam Houston High		
Doucet, Jeremy	31-Jul-16	Ralph Wilson Elementary		
Fontenot, Patrick	31-Jul-16	Iowa High/Middle		
Freeman, Ezola	31-Jul-16	Pearl Watson Elementary		
Gates, Robert	31-Jul-16	Barbe High		
Giffin, Lauren	31-Jul-16	Maplewood Middle		
Goodly, Jerome	31-Jul-16	Barbe High		
Guillory, Julian	31-Jul-16	F.K. White Middle		
Heckard, Kathy	31-Jul-16	Washington-Marion High		
Heinen, Eric	31-Jul-16	Vinton High		
Jones, Zach	31-Jul-16	DeQuincy High		
LaRocque, Delaina	31-Jul-16	Barbe High		
Landry, Kyle	31-Jul-16	S.P. Arnett Middle		
LeJeune, Renee	31-Jul-16	S.J. Welsh Middle		
Leonards, Jason	31-Jul-16	Bell City High		
McGee, Carl	31-Jul-16	Westlake High		
Meche, Susan	31-Jul-16	LC -Boston Academy		
Mhire, Shonda	31-Jul-16	College Oaks Elementary		
Nash, Abraham	31-Jul-16	Washington-Marion High		
Nunez, Richard Scott	31-Jul-16	Bell City High		
Ortego, Julie	31-Jul-16	Dolby Elementary		
Patton, Andy	31-Jul-16	Sulphur High		
Phenice, Laura	31-Jul-16	R.W. Vincent Elementary		
Pool, David	31-Jul-16	Sam Houston High		
Pousson, John	31-Jul-16	DeQuincy Middle		
Reed, Meg	31-Jul-16	Prien Lake Elementary		
Reed, Stacie	31-Jul-16	J.I. Watson Elementary		
Sellers, Melissa	31-Jul-16	W.W. Lewis Middle		
Shamsie, Brian	31-Jul-16	Sam Houston High		
Stephens, Anthony	31-Jul-16	S.J. Welsh Middle		

Thigpen, Jeremy	31-Jul-16	Starks High		
Unkel, Jesse	31-Jul-16	Washington-Marion High		
Ware, Jaclyn	31-Jul-16	Cypress Cove Elementary		
Wilson, Frank	31-Jul-16	Oak Park Middle		
SUPERVISORS				
Broussard, Kim	30-Jun-16	CWA		
Hardy, Melinda	30-Jun-16	Personnel		
Hill, Wendy	30-Jun-16	SPED		
Hunter, Lawrence	30-Jun-16	Personnel		
LeBlanc, James	30-Jun-16	CWA		
LeBlanc, Linda	30-Jun-16	Personnel		
McDonald, Eric	30-Jun-16	CWA		
Vail, Richard	30-Jun-16	Federal Program		
Vidrine, Dan	30-Jun-16	Art/Music		
DIRECTORS				
Fontenot, Mary	30-Jun-16	Transportation		
Foster, Wayne	30-Jun-16	Internal Auditing		
LeLeux, Keith	30-Jun-16	CWA		
Michalko, Paula	30-Jun-16	Date Processing		
Reado, George	30-Jun-16	C&I Elementary		
Tyree, Kimberly	30-Jun-16	Sales Tax		
Hebert, Tammy	30-Jun-16	C&I High School		
CHIEF TECHNOLOGY OFFICER				
Abshire, Sheryl	30-Jun-16			
CONSTRUCTION MANAGER				
Heath, Harold	30-Jun-16			
CHIEF FINANCIAL OFFICER				
Bourne, Wilfred, Jr.	30-Jun-16			
CHIEF ACADEMIC OFFICER				
Campbell, Tommy	30-Jun-16			

ADMINISTRATIVE DIRECTORS				
Pete, Robert	30-Jun-16	C&I High School		
ADMINISTRATIVE COORDINATOR				
Williams, Karen	30-Jun-16	AP/Gifted		
RISK MANAGER				
Giardina, Skylar	30-Jun-16			

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

ITEM 9. G

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: April 6, 2016

Subject: Act of Donation and Cooperative Endeavor Agreement – Moss Bluff Elementary

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Traffic issues adjacent to Moss Bluff Elementary continue to create problems on a daily basis in the area. The Calcasieu Parish Police Jury is exploring the extension of School Street on the south side of Moss Bluff Elementary, west to Champagne Circle. The Police Jury will need to acquire easements and property to construct the road, including some CPSB property. We have determined that the property requested is not available for school use because of its location and that the school system would greatly benefit from the traffic improvements if enacted.

Staff recommends approval with the attorney working out final language.

WARD ONE
SCHOOL STREET EXTENSION PROJECT

ACT OF DONATION WITH SERVITUDE
AND COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

BEFORE the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

CALCASIEU PARISH SCHOOL BOARD, a political entity organized under the laws of the State of Louisiana, and whose permanent mailing address is 3310 Broad Street, Lake Charles, Louisiana, 70601, represented by John Duhon, its duly authorized President; hereinafter referred to as "Donor," and

CALCASIEU PARISH POLICE JURY, hereinafter referred to as "Donee," whose permanent mailing address is Post Office Drawer 3287, Lake Charles, Louisiana, 70602, herein represented by Chris E. Landry, President, who on behalf of the Donee accepts this donation of the property described below, situated in the Parish of Calcasieu, Louisiana.

The Donor declared that it does by these presents, donate, convey, assign, grant, transfer, set over and deliver, with all legal warranties and with full substitution and subrogation to all rights and actions of warranty against all former owners and vendors, to the Donee, which hereby accepts this donation for itself and its successors and assigns, acknowledging due delivery and possession thereof, all of the Donor's right, title, and interest in the following described property:

That certain tract or parcel of land being a portion of the Northwest Quarter of the Northwest Quarter of Section Eight (8), Township Nine (9) South, Range Eight (8) West, Calcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Southeast corner of Lot Seventy-One (71) of Block 2, Groesbeck Oil Subdivision "A"; as recorded in Conveyance Book 2, Page 94, of the records of Calcasieu Parish; thence North 11°11'55" West for a distance of 25.00 feet to the point of beginning; thence North 88° 59' 34" West, for a distance of 199.08 feet to the end of the existing right of way line; thence North 1° 11' 55" East, for a distance of 10.00 feet; thence South 88° 59' 34" East, for a distance of 199.08 feet; thence South 1° 11' 55" West, for a distance of 10.00 feet to the point of beginning.

All of which comprises of the right-of-way plans for the School Street Extension Project, and contains 1858.57 square feet or 0.0426 acres, more or less.

In addition to the Required Right-of-Way, an additional 15 feet drainage/utility servitude is subject to follow the North line of the Required Right-of-Way, containing 2986.20 square feet or 0.069 acres, more or less.

together with all improvements, construction, and component parts that may be located or situated wholly or partially in or on the property (hereinafter referred to as the "Property").

The Donor represents that it owns, and is conveying and assigning to the Donee in this instrument, one hundred percent (100%) of the ownership of the Property, subject to the Donor's reservation of the mineral interest as described below.

This donation is made for and in consideration of the mutual benefits accruing to the parties hereto.

The Donor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the property hereby donated and for any and all diminution in value of the Donor's remaining property as a result of the transfer of this Property. The parties expressly agree this Donation is made by authority of Article VII § 14 of the Louisiana Constitution of 1974, as amended, and La. R.S. 33:1321 *et seq.* The parties further agree that the consideration for Donation of the above described unused school land is the benefit and advantage accruing to the Donor by the extension of School Street West to Champagne Circle, and the concomitant improvement of traffic flow to and from Moss Bluff Elementary School, and enhanced safety of parents and students. The Donee, in consideration of the Donation of the aforesaid property and grant of servitude, agrees to undertake acquisition of property and servitudes needed for construction of the extension to School Street West to Champagne Circle, and adjacent drainage and utility improvements, and thereafter to construct said street, drainage, and utility improvements.

It is expressly agreed and understood that the Donor has been afforded the right and opportunity to have the Property appraised and the right and opportunity to receive just compensation for the Property, and that Donor has freely elected to forego, waive and relinquish such rights and opportunities in favor of making this donation to the Donee.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that the Donor reserves unto itself and its assigns all oil, gas and minerals beneath the Property. It is specifically understood, however, that no exploration, drilling, nor mining of oil, gas or minerals of any kind shall be conducted upon said area, but that there may be directional drilling from adjacent lands to extract the oil, gas or minerals from under said area.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Donor's loss and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expense of litigation.

The Donor declared that it does by these presents, also grant, donate and convey unto the Donee a drainage/utilities Servitude, as described above. Donee shall have full right to freely take and use the burdened property in any manner required for or consistent with these purposes, including making improvements or constructions on the said property. It is further understood and agreed that the Donee shall have the right to place upon or remove from the property burdened by this Servitude earth or other material in accordance with usual construction and maintenance practices. The Donor agrees not to place any improvements upon the burdened property or use it in any way that obstructs or interferes with the Donee's use of the property for purposes of this Servitude.

The Donee shall have the right to assign this Servitude and, in such event, the Donee's assignee shall comply with all terms and conditions undertaken by the Donee in this instrument.

The parties declare that nothing in this agreement is intended to create any stipulation for a third party as envisioned by Louisiana Civil Code Article 1978, or to create any legally enforceable benefit for a person who is not a party to this agreement. The parties declare that they have not agreed to any terms, conditions, or promises not expressly set forth in writing in this agreement, except as generally provided by Louisiana statutory law as relating to servitudes.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, on the ____ day of _____, 2016.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

BY: _____
JOHN DUHON, PRESIDENT

_____
Witness Signature

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, as of this _____day of _____, 2016.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

_____
Witness Signature

BY: _____
CHRIS E. LANDRY, PRESIDENT

_____
Printed Witness Name

_____
Witness Signature

_____
Printed Witness Name

_____
NOTARY PUBLIC

_____
Notary Printed/Stamped Name
and Identification Number

ITEM 9. H

SIMON YOUTH ACADEMY AT PRIEN LAKE MALL
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is voluntarily made and entered into by and between Calcasieu Parish Public Schools, a Louisiana school district ("Public School Partner") and Simon Youth Foundation, Inc. ("SYF"), an Indiana nonprofit corporation, as of the date of last execution by Public School Partner and SYF, to be effective on April 4, 2016 (the "Effective Date").

Preliminary Statement

SYF has a commitment to improving educational opportunities, career development, and life skills for at-risk youth. SYF establishes and operates Simon Youth Academies (the "Academy") generally located within selected shopping malls, which are owned and managed by Simon Property Group, L.P. ("SPG"), including Community/Lifestyle Centers, Premium Outlets ™, and Mills properties and wishes to establish an academy in Lake Charles, Louisiana that utilizes the resources of Prien Lake Mall (the "Mall") to enhance the opportunities created by the Academy.

By execution of this MOU, SYF and Public School Partner (collectively, the "Parties," and individually, a "Party") desire to memorialize their intent regarding the selection, development and operation of an educational program located in Lake Charles, Louisiana within the Academy (the "Local Academy").

Terms and Conditions

In consideration of the mutual covenants of the Parties as set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the terms and conditions set forth below.

ARTICLE I

DEVELOPMENT AND OPERATION OF THE LOCAL ACADEMY

The Parties desire, covenant and agree to develop and operate the Local Academy upon the following terms and conditions:

Section 1.1. Location of the Local Academy. The Local Academy shall be located in space 0D07A in Prien Lake Mall, 436 A West Prien Lake Road, Lake Charles, LA 70601 (the "Premises"). The Premises shall be called and marketed as "Simon Youth Academy at Prien Lake Mall" Subject to Sections 1.2, 1.3 and 1.4, SYF shall provide the physical space for the Premises and the Premises shall be used by the Public School Partner in accordance with the terms and conditions of this MOU. Attached as Exhibit A is a rendering of the Premises.

Section 1.2. Obligations of the Public School Partner. Public School Partner agrees to accept the following responsibilities and satisfy the following reporting obligations:

(a) Local Academy Operations. Public School Partner shall:

(1) Establish and maintain the Local Academy in a safe and suitable educational atmosphere, in accordance with all federal, state, and local regulations, standards, and guidelines and in accordance with the Public School Partner's policies and procedures in effect for other educational facilities operated by the Public School Partner, that supports a learning environment in which all students have access to varied and challenging learning opportunities and appropriate interventions and/or modifications to meet the standards and foster life-long learning and productive citizenship;

(2) Comply with state and local building, safety and security standards, and, except to the extent the responsibility and obligation of SYF and/or SPG in connection with the Premises, ensure that the Premises and related Local Academy facilities are sufficient to accommodate the intended enrollment;

(3) Provide appropriate referrals and structured admissions process and work toward annual enrollment of at least 60 students;

(4) Designate a Public School Partner representative to act as a liaison with SYF and to manage the Local Academy including coordinating training, marketing, advancement, communications, technology, and research relating to the Local Academy;

(5) Provide the appropriate on-site staff, including designated Local Academy administrator to act as a liaison with SYF for daily academy operations;

(6) Identify the curriculum components of the Local Academy that align with district, state and national standards for alternative education/blended learning strategies for Local Academy students;

(7) Maintain a college and career readiness strategy aligned with district, state and national standards for post-secondary transitions; and

(8) Facilitate the distribution and completion of the SYF Senior Student Graduation Survey each graduation period.

(9) Maintain the Premises in a first class manner and in accordance with the terms and conditions of the lease for the Premises and coordinate with the Landlord for the Premises in implementing and administering Public School Partner's safety and security policies and procedures.

(10) Maintain and replace the appliances, furnishings, fixtures and equipment used in connection with the operation of the Local Academy and the Premises in a first class manner.

(b) Local Academy Reporting. The Public School Partner shall:

(1) Collect, organize, and analyze test data and other information about the Local Academy students and their performance and make this information available to SYF for report preparation, funding opportunities, and other program-related purposes. All student data must be provided in quantitative/qualitative format in a non-identifiable manner as required by

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the Family Educational Rights and Privacy Act (FERPA) or other applicable law;

(2) Authorize the Local Academy administrator to report all student baseline and program outcome data, including demographics, attendance, grades, promotion, retention, graduation, credits behind/credits earned, standardized testing records, and end-of-year student status. All student data must be provided in quantitative/qualitative format in a non-identifiable manner as required by the Family Educational Rights and Privacy Act (FERPA) or other applicable law; and

(3) Report the data outlined on Exhibit B in connection with the following reporting requirements and in accordance with the following reporting schedule:

Simon Youth Academy Annual Reporting	Report Due Dates Each School Year
Local Academy Outcome Midyear Dashboard Report	November 1, of each school year
Local Academy End-of-Year Report	July 1, of each school year
Student and Teacher Enhancement Grants Final Report	October 1, of each school year; or according to grant proposal process

(c) Local Academy Student and Teacher Supports. Public School Partner shall:

(1) As SYF funds are available, allow at least one Local Academy representative to attend the SYF annual conference at the expense of SYF;

(2) As SYF funds are available, submit a yearly proposal for student and teacher enhancements for the Local Academy;

(3) As SYF funds are available, submit eligible students for Local Academy scholarships in accordance with scholarship programs and policies;

(4) Utilize the SYF media resources for disseminating program information and for the SYA staff to share respective ideas, activities, and program outcomes;

(5) Utilize the SYF collateral materials, logos, images, and promotional materials written or designed for public consumption in accordance to the SYF Style Guide, as outlined in Exhibit C; and

(6) Allow and participate in SYF visits with invited partners and/or donors.

(d) Local Academy Partnership Engagement and Supports. Public School Partner shall:

(1) Support the Community Advisory Committee (CAC) comprised of members from local shopping mall managers, businesses, community organizations and educational institutions that support the educational outcomes of the Academy and the Local Academy;

(2) Identify with the CAC an action plan for developing partnerships with local businesses to support the following Local Academy key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(3) Prepare a financial accounting, including capital improvements and operating budget for review and approval for the Local Academy as part of the annual budget operations and submit to SYF by November 1, of each year.

Section 1.3. Obligations of SYF. SYF agrees to take the following actions:

(a) Pursuant to Section 1.1, provide no less than 2900 square feet of physical space for the Local Academy in the Mall;

(b) Per funds available, provide student and teacher enhancement grant funds to support the Local Academy by SYF in its sole discretion;

(c) Per funds available, provide scholarship fund opportunities for graduating Local Academy students as determined and awarded by SYF in its sole discretion;

(d) Provide additional funding opportunities, if and when they become available, to enhance implementation of the Local Academy and its programs;

(e) Provide capital improvements per rotating scheduled maintained by SYF in its sole discretion;

(f) Provide technical assistance, ongoing monitoring with feedback for the effective operation of the Local Academy;

(g) Conduct at minimum one site visit per every other academic year to the Local Academy site for observations and feedback, contingent upon availability of funds to conduct visits;

(h) Conduct an annual conference during the school year, contingent upon availability of funds to conduct these events, supporting the travel and accommodations of at least one attendee per each local academy;

(i) Provide at least one online engagement per academic school year through web conferencing/meeting with Local Academy administrators and/or designee to support key activities;

(j) Recognize, and where appropriate, publicize the accomplishments of students, staff, and others associated with the Local Academy;

(k) Maintain the confidentiality of all student education records and student information obtained from the Local Academy and Public School Partner in connection with the Local Academy;

(l) Assist in the identification of local organizations, individuals and other available resources that may provide support for the Local Academy, students, their families, and staff;

(m) Engage and inform the CAC so that it provides maximum benefits to the Local Academy in the following key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(m) Develop SYF media resources to help market the Academy and the Local Academy to key stakeholders;

(n) Maintain records for Mall management of Mall space used by the Local Academy that includes statistics for space used per student;

(o) Support the alternative education/blended learning strategies of the Local Academy that align with district, state and national standards; and

(p) Assist in identifying higher education partnerships that encourage dual enrollment, scholarships, and academic support for eligible Local Academy students.

Section 1.4. Mutual Obligations of Public School Partner and SYF. The Public School Partner and SYF shall:

(a) Support the continuous improvement and high level operations of the Local Academy as described in this MOU;

(b) Cooperate with each other, the local community, Mall management, the Louisiana Department of Education, and other entities in the development of a comprehensive public relations plan to promote the Academy, the Local Academy and Public School Partner;

(c) Develop and maintain an annual mutually agreeable plan to support the Local Academy operations and student outcomes; and

(d) Participate in an annual review of the Local Academy with the Local Academy director, staff and designated representative of Public School Partner.

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Section 1.5. Management of the Local Academy. Information relating to Local Academy management, their respective titles, and responsibilities and qualifications shall be provided by Public School Partner to SYF prior to the Local Academy opening and shall be updated on a quarterly basis during the Term.

ARTICLE II

EXPECTATIONS OF THE PARTIES

Section 2.1. Expectations for the Local Academy. The Parties intend that the Local Academy will provide a high quality educational experience in a safe academic environment that utilizes research based teaching techniques and behavior management strategies appropriate for the target student population. The educational program may combine self-paced and competency-based learning, as allowed by the Public School Partner, and life skills learning with structured work internships, work skill development, career planning, service learning, and personal development. The Parties contemplate that enrollment in the Local Academy will provide students with a second chance to earn a high school diploma, and that for many it will be an educational option of choice. The Parties further intend that the Local Academy will be used on a year-round basis for as many hours as deemed feasible by SYF and Mall management in their sole discretion. Thus, additional educational and development activities may be offered during hours when classes at the Local Academy are not in session. These additional activities may include, but are not limited to, educational and cultural enrichment, remedial assistance, tutoring, mentoring by caring adults, job training, life skills development and recreation as determined by Public School Partner in consultation with and agreed to by SYF. The Parties shall cooperate with each other in good faith in the operation of the Local Academy.

Section 2.2. Promotion and Marketing of the Local Academy. The Parties shall cooperate in the promotion and marketing of the Local Academy and any promotion or marketing shall be pursued and accomplished in accordance with the mutual agreement of the Parties.

Section 2.3. Publicity. As the existence of the relationship between the Parties is of significant marketing value to all, during the Term, each Party shall be entitled to announce its special relationship with the other Party and to thereafter publish references to the relationship, provided that each Party shall be obligated to seek prior approval of the form and substance of any public announcement from the other Party, which approval shall not be unreasonably withheld or delayed.

Section 2.4. Financial Obligations of Parties; SYF Grants.

(a) Obligations of the Public School Partner. Public School Partner shall assume all expenses associated with staffing, managing and operating the Local Academy as such allocation of expenses is described in the Site Cost Responsibilities Worksheet, attached hereto and made a part hereof, as Exhibit D; provided, further, that Public School Partner represents and warrants that it has the financial capacity to satisfy its financial obligations as set forth in Exhibit D and knows of no circumstances that will cause it to cease having appropriate financial capacity in the future.

(b) Obligations of SYF. SYF shall assume all expenses as such allocation of expenses is described in the Site Cost Responsibilities Worksheet attached

hereto and made a part hereof as Exhibit D; provided, however, that title to any furnishings, fixtures or equipment contributed by SYF in accordance with Exhibit D (collectively, the "FF&E") shall transfer to Public School Partner immediately upon delivery to the Premises and SYF shall have no further financial or other obligations in connection with such FF&E, including, without limitation, costs to maintain, store or dispose of the FF&E. Public School Partner acknowledges and agrees that SYF shall have no further financial or other obligations except as expressly set forth on Exhibit D and as otherwise expressly provided for in this MOU. The Parties acknowledge and agree that as of the date hereof, SYF's total investment in the Premises and the Local Academy, including, without limitation, the cost of the FF&E, is $324955 (the "Initial Investment").

(c) SYF Grants. Public School Partner acknowledges and agrees that SYF may, from time to time, provide certain grants (each, a "SYF Grant" and collectively, the "SYF Grants") to Public School Partner that will allow Public School Partner to (1) make physical improvements to the Premises, (2) purchase furnishings, fixtures or equipment to be owned by the Public School Partner and used in the Premises and by the Local Academy, (3) fund programs or events that will directly or indirectly benefit the Local Academy, or (4) purchase instructional materials for use by the Local Academy. The terms and conditions and approved uses for each such SYF Grant and the ownership of any furnishings, fixtures or equipment purchased with a SYF Grant shall be documented in separate grant agreements to be executed by and between the Parties (each, a SYF Grant Agreement" and collectively, the "SYF Grant Agreements") and no such SYF Grant shall be funded until the corresponding SYF Grant Agreement is executed by the Parties. Public School Partner acknowledges and agrees that each such SYF Grant shall be used in a manner that will directly benefit or positively impact the Local Academy and in accordance with the terms and conditions contained in each corresponding SYF Grant Agreement. Notwithstanding the foregoing, Public School Partner acknowledges and agrees that each SYF Grant shall be provided in SYF's sole and absolute discretion and SYF shall have no duty or obligation to provide any SYF Grants to Public School Partner.

(d) SYF Overhead. SYF may incur from time-to-time during the Term certain travel, accounting, legal, and consulting costs, expenses and fees in connection with the establishment and oversight of the Local Academy and the Premises (collectively, the "SYF Overhead"). In the event this MOU is terminated in accordance with Section 3.2(d), SYF shall provide Public School Partner with documentation of such SYF Overhead and Public School Partner shall reimburse SYF for such SYF Overhead in accordance with Section 3.2(d).

ARTICLE III

TERM AND TERMINATION

Section 3.1. Term. Subject to the following provisions hereof, this MOU shall be effective for a term beginning on the Effective Date and continuing through and including April 30, 2021 (the "Initial Term"). Provided that the Local Academy is operating in accordance with the terms and conditions of this MOU as determined by SYF in its sole discretion and Public School Partner has not materially breached or failed to perform any duties or obligations hereunder and such breach or failure has not remained uncured after written notice to Public School Partner, SYF

may elect to extend the Initial Term of this MOU for successive five (5) year periods on the same terms and conditions as provided in this MOU. Each such extension shall be effective upon execution by SYF and Public School Partner of a written agreement memorializing each such extension. Any reference in this MOU to "Term" shall mean the Initial Term as it may be extended from time to time pursuant to this Section 3.2.

Section 3.2. Termination; Effect of Termination. Notwithstanding anything to the contrary contained herein, this MOU shall terminate upon the occurrence of any of the following:

(a) Either Party provides one hundred eighty (180) days written notice to the other Party of its termination of this MOU without cause.

(b) SYF provides ten (10) days written notice to Public School Partner of a material breach or failure to perform any duties or obligations hereunder by Public School Partner, with such notice stating with reasonable particularity the nature of the material breach or failure to perform, and such material breach or failure to perform remains uncured for thirty (30) additional days.

(c) Immediately upon SYF's written notice that lease for the Premises with the owner thereof has been terminated.

(d) Notwithstanding anything to the contrary contained herein, in the event that this MOU is terminated by (i) Public School Partner, without cause pursuant to Section 3.2(a) above, (ii) SYF, pursuant to Section 3.2(b) above, or (y) SYF, pursuant to Section 7.4 below, then within ten (10) days following SYF's written demand therefor, Public School Partner shall pay to SYF, in immediately available funds, a termination fee comprised of the following amounts:

(1) 100% of the Initial Investment and the SYF Overhead if such termination occurs on or before the first (1st) anniversary of the Effective Date.

(2) 100% of a SYF Grant if such termination occurs on or before the first (1st) anniversary of the corresponding SYF Grant Agreement.

(3) 80% of the Initial Investment and the SYF Overhead if such termination occurs on or before the second (2nd) anniversary of the Effective Date.

(4) 80% of a SYF Grant if such termination occurs on or before the second (2nd) anniversary of the corresponding SYF Grant Agreement.

(5) 60% of the Initial Investment and the SYF Overhead if such termination occurs on or before the third (3rd) anniversary of the Effective Date.

(6) 60% of a SYF Grant if such termination occurs on or before the third (3rd) anniversary of the corresponding SYF Grant Agreement.

(7) 40% of the Initial Investment and the SYF Overhead if such termination occurs on or before the fourth (4th) anniversary of the Effective Date.

(8) 40% of a SYF Grant if such termination occurs on or before the fourth (4th) anniversary of the corresponding SYF Grant Agreement.

(9) 20% of the Initial Investment and the SYF Overhead if such termination occurs on or before the fifth (5^{th}) anniversary of the Effective Date.

(10) 20% of a SYF Grant if such termination occurs on or before the fifth (5^{th}) anniversary of the corresponding SYF Grant Agreement.

(e) Upon termination of this Agreement, Public School Partner agrees to remove Public School Partner's goods and effects, to repair any damage caused by such removal and to peaceably yield up the Premises clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Any personal property of Public School Partner not removed within two (2) days following such termination shall become property of SYF.

ARTICLE IV

INTELLECTUAL PROPERTY MATTERS

Section 4.1. License to Use SYF Logos and Trademarks. The Parties acknowledge and agree that SYF is the owner of or has created certain trademarks, logos and trade names listed on Exhibit E (collectively, the "SYF Trademarks"). During the Term and subject to the following conditions, SYF grants the Public School Partner a non-exclusive, non-transferable, terminable license to solely use the SYF Trademarks in connection with the Academy and the Local Academy. Any use by Public School Partner of any SYF Trademark is, however, subject to the Public School Partner obtaining from SYF prior written approval of SYF for any proposed use. Public School Partner acknowledges and agrees that SYF retains all right, title and interest in the SYF Trademarks and the value and goodwill associated therewith. Nothing in this Agreement will be construed to grant a Public School Partner any right, title or interest in or to the SYF Trademarks, other than as expressly stated in this Section 4.1. All use of the SYF Trademarks by Public School Partner and the goodwill associated therewith shall inure to the benefit of SYF. To the extent that any rights in the SYF Trademarks have inured to the Public School Partner, Public School Partner hereby assigns all rights, title and interest in and to the SYF Trademarks and the goodwill associated therewith to SYF. The Public School Partner agrees that it shall comply with all existing quality control procedures and policies that SYF has adopted and may adopt from time to time in the future regarding the use of the SYF Trademarks and perform all acts reasonably requested by SYF to assure the nature and quality of the use of the SYF Trademarks and the services and products are consistent with and do not detract from the goodwill associated with the SYF Trademarks. If in its sole discretion SYF believes that any use, including but not limited to, any use in already approved marketing material, advertisements, or promotions, is inconsistent with this Agreement or otherwise damages the goodwill associated with the SYF Trademarks, SYF may notify the Public School Partner of its objection to such use and upon receipt of such notice, the Public School Partner shall immediately cease such use of the SYF Trademarks in the objected to manner, regardless of whether such use was previously approved.

Section 4.2. Intellectual Property Arising From The Academy. The Parties agree that any materials, logos, works of authorship, inventions or developments (whether patentable or not) curriculum, processes, and other information and procedures, including without limitation all trademarks, logos, trade name of the Academy and/or the Local Academy, copyrights, trade secrets, patents or other proprietary rights arising from (or developed by or for) the Academy and/or the Local Academy, including the name of the Academy and the Local Academy (collectively, "the "Intellectual Property") shall be owned by SYF and the Public School Partner

hereby assigns all right, title and interest in and to the Intellectual Property to SYF. During the Term and subject to the terms and conditions of this Agreement, SYF grants to Public School Partner a non-exclusive, non-transferable, terminable license to use the Intellectual Property solely in connection with the Academy and the Local Academy. SYF's ownership of the Intellectual Property shall include ownership of the Intellectual Property Rights, all trademark applications, copyright applications, patent applications or any resulting trademark registrations, copyright registrations or patents that may be filed or issued. All legal and filing fees associated with such applications shall be borne by SYF and be in the name of SYF. The Public School Partner shall not file any such applications without the advance written consent of SYF.

Section 4.3. Noninfringement. In performing its obligations and responsibilities under this Agreement, Public School Partner shall not infringe, misappropriate or violate any third party's copyrights, trademarks, trade secrets, patents, or other proprietary or contractual rights.

ARTICLE V

DISPUTE RESOLUTION

Except as otherwise provided in Article III, Article VI or this Article V, if any dispute involving the Parties arises out of or relates to this MOU, the Parties agree to submit to and participate in the following dispute resolution mechanisms in the following order:

Section 5.1. Informal Dispute Resolution. The Parties shall meet (the "Initial Meeting") promptly, through representatives with authority to resolve the dispute, and shall attempt in good faith to negotiate a resolution to the dispute without the necessity of involving outside parties.

Section 5.2. Mediation. If, within fifteen (15) days after such Initial Meeting, the Parties have not succeeded in negotiating a mutually agreeable resolution of the dispute, they will appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Mediator"), and will participate in a non-binding mediation in a good faith effort to resolve the dispute. The mediation shall be held in Indianapolis, Indiana. In the event that the Parties have failed to agree upon the appointment of a Mediator within twenty-five (25) days from the date of the Initial Meeting, SYF shall be entitled to select the Mediator from a firm of attorneys holding themselves out as practicing civil mediators practicing in Indianapolis, Indiana. The Parties shall share equally the costs of the Mediator (including time and reasonable expenses) and any costs. For any other fees or expenses incurred in mediation, each Party shall bear its own costs.

Section 5.3. Jurisdiction and Venue. If the Parties fail to resolve the dispute through mediation within forty-five (45) days of the Initial Meeting, the Parties may initiate a civil action in state or federal court and may thereafter seek any legal and equitable remedies as they may have, subject to the terms and conditions of this MOU. Public School Partner consents to the jurisdiction of any state or federal court located within Marion County, Indiana. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to Public School Partner at the address indicated below each Party's signature, and Public School Partner otherwise waives personal service of any and all process made upon Public School Partner. Public School Partner waives any objection which Public School Partner may have to any proceeding commenced in a federal or state court located within Marion County, Indiana, based upon improper venue or forum non conveniens. Nothing

contained in this section shall affect the right of SYF to serve legal process in any other manner permitted by law or to bring any action or proceeding against Public School Partner or its property in any other courts having jurisdiction. SYF and Public School Partner, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this MOU or any of the transactions contemplated by this MOU or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. Neither SYF nor Public School Partner shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver shall not be deemed to have been modified in any respect or relinquished by SYF or Public School Partner except by a written instrument executed by both of them.

ARTICLE VI

INSURANCE, WAIVER AND INDEMNIFICATION

Section 6.1. SYF.

(a) SYF or SPG or their affiliates shall carry casualty insurance for the Mall and the Premises with such coverage and in such amounts as established by SPG from time-to-time. SYF also agrees to maintain the following coverages and will name or have Public School Partner named as an additional insured thereunder for the claims asserted against Public School Partner related to the Local Academy: (i) a Commercial General Liability Policy with a Combined Single Limit of no less than $2,000,000 per occurrence and a $2,000,000 Combined Single Unit, aggregate; and (ii) insurance covering all personal property used in connection with the Local Academy for its full replacement value.

(b) Notwithstanding anything to the contrary contained herein and to the extent allowed by applicable law, there shall be absolutely no personal liability on the shareholders, partners, officers, directors, agents, related entities, employees or customers of SYF with respect to any of the terms, covenants, conditions and provisions of this MOU. Public School Partner shall look solely to each and every remedy provided to Public School Partner pursuant to the terms of this MOU in the event of default of SYF hereunder. In the event that SYF (and all of its respective shareholders, partners, officers, directors, agents, related entities, employees, customers and invitees) (collectively the "SYF Group") is held liable in any way to Public School Partner for any matter related to this MOU, the Local Academy or the Academy, Public School Partner agrees to look solely to the proceeds of the insurance carried by SYF in accordance with this Section 6.1 in order to make its recovery, which proceeds shall be the sole right of recovery of Public School Partner.

(c) None of the SYF Group shall be liable for, and Public School Partner waives all claims for, damage to person or property sustained by Public School Partner or any person claiming through Public School Partner resulting from any accident or occurrence in or upon the Premises or building of which the Premises is a part, or any other part of the Mall. Public School Partner agrees to pay on demand SYF's expenses, including reasonable attorneys' fees incurred in enforcing any obligation of the Public School Partner under this MOU.

Section 6.2. Public School Partner

(a) Public School Partner agrees that it shall be responsible for any claim of personal injury, property damage, and/or theft arising out of or relating to the use and operation of the Local Academy and the Premises and/or the building of which the Premises is a part, or any other part of the Mall.

(b) Public School Partner agrees to maintain all insurance coverages, other than casualty insurance for the Mall and the Premises, which shall be carried by SYF, SPG or their affiliates as set forth above, including but not limited to the following coverages for the claims asserted against SYF related to the Local Academy (i) a Commercial General Liability Policy with a Combined Single Limit of no less than $2,000,000 per occurrence and a $2,000,000 Combined Single Unit, aggregate, (ii) Workmen's Compensation insurance as required by the laws of the State where Local Academy is located, and Employer's Liability insurance with a $2,000,000 limit; (iii) insurance covering all personal property used in connection with the Local Academy for its full replacement value, and (iv) insurance required pursuant to the lease for the Premises. All members of the SYF Group shall be named as additional insureds on all such insurance coverage maintained by Public School Partner regardless of whether such insurance coverage is in excess of the minimum coverage set forth above and with coverage showing as primary to any other coverage available to any member of the SYF Group which might otherwise cover a claim. Certificates evidencing Public School Partner's compliance as to insurance coverage (and containing a requirement that additional insured be given 30 days' notice of any modification or cancellation) shall be delivered to SYF immediately upon execution of this Agreement and shall be kept current.

(c) To the extent insurance maintained by Public School Partner on the SYF Group's behalf pursuant to this Section 6.2 does not fully hold all members of the SYF Group harmless, Public School Partner hereby agrees to indemnify, defend and hold harmless the SYF Group and the Mall (and its owners, officers, directors, agents, managers, related entities, employees, customers and invitees) against and from any and all liabilities, obligations, losses, costs, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever (collectively, "Claims") in any way relating to or arising out of or alleged to arise from (a) any activity of the Public School Partner (including without limitation the activities of Public School Partner's officers, directors, employees, agents, contractors, servants and students) (collectively, the "Public School Partner Group) including but not limited to negligent acts or omissions or willful misconduct of any Public School Partner Group Member; (b) any violation of Public School Partner of any law, rule, regulation or governmental or administrative permit or order; (c) Public School Partner's breach of any terms or conditions of this MOU; or (d) the acts or omissions of Public School Partner; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by a member of the SYF Group and regardless of the legal theory upon which the Claim is asserted. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE SYF GROUP OR PUBLIC SCHOOL

PARTNER WERE SOLELY NEGLIGENT, THAT THE SYF GROUP AND PUBLIC SCHOOL PARTNER WERE JOINTLY NEGLIGENT, OR OTHERWISE.

Section 6.3. Survival/Liability Limitation. The indemnity obligations of the Parties set forth in Sections 6.1 and 6.2 shall survive expiration or termination of this MOU. IN NO EVENT SHALL ANY SYF GROUP MEMBER BE LIABLE FOR ANTICIPATED OR LOST PROFITS, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES. Any action by Public School Partner arising out of or relating to this MOU must be commenced by Public School Partner within one year after the cause of action has occurred.

ARTICLE VII

OPERATION OF THE LOCAL ACADEMY

Section 7.1. Control. Public School Partner shall at all times during its use and operation of the Local Academy and the Premises provide sufficient supervision and maintain adequate control of its students, employees, guests or invitees, establish and maintain adequate security measures in accordance with Public School Partner's policies and procedures in effect for other educational facilities operated by Public School Partner, and abide by the terms conditions, rules and regulations contained in the lease for the Premises and as established by the landlord for the Premises from time to time, and be subject to the reasonable control and supervision of Mall management. Public School Partner agrees that it shall, and shall cause its students, employees, guests and invitees to, comply with all rules and regulations promulgated by Mall management, SPG or SPG's affiliates.

Section 7.2. Licenses. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or in use of the Premises or operation of the Local Academy, Public School Partner shall be responsible for obtaining and maintaining such licenses, authorizations and permits at its own cost and expense. No unlawful activities shall be permitted in the use of the Premises. The possession, storage or use of alcoholic beverages or the engagement of individuals in gambling activities shall not be permitted within the Premises.

Section 7.3. Waste. Public School Partner agrees not to harm the Local Academy and the Premises, commit waste, create any nuisance, make any use of the Local Academy and the Premises and/or the Mall, which is offensive as determined by SYF, in its sole discretion, or do any act tending to injure the reputation of the Mall, SYF, SPG or their affiliates.

Section 7.4. Violations of Law. Notwithstanding any of the foregoing provisions to the contrary, if Public School Partner is deemed to be in violation of any federal, state, municipal, or local fire, building, or other code, Public School Partner shall immediately cure any and all violations and immediately pay any and all costs, fines and/or penalties attributable to all such violation(s). If Public School Partner fails to cure said violation(s), SYF may at its sole discretion either (a) cure the violation(s), or (b) immediately terminate this Agreement without notice or liability to Public School Partner whatsoever. SYF's election to exercise the provisions of the preceding sentence shall not in any way relieve Public School Partner of paying any and all costs, fines, and/or penalties attributable to any such violation.

Section 7.5. Alterations. Public School Partner agrees not to make any alterations or additions to the Premises, nor permit the making of any holes in its walls, partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards, other advertising,

media, banners, pennants, awnings, aerials, antennas, or the like on or about the Premises, without on each occasion obtaining prior written consent of SYF, which consent may be withheld by SYF in its sole and absolute discretion.

Section 7.6. Mechanics Lien. Public School Partner agrees not to suffer any mechanic's lien to be filed against the Premises by reason of any work, labor, services or materials performed at or furnished to the Premises, to the Public School Partner, or on behalf of or at the direction of Public School Partner. Public School Partner shall bear all costs and expenses (including SYF's reasonable attorneys' fees) to remove any mechanic's lien filed against the premises. Nothing in this Agreement shall be construed as consent on the part of SYF to subject SYF or SYF's estate in such premises to any lien of liability under the Lien Laws of the State in which such premises are located.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Severability. If any provision of this MOU is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this MOU that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this MOU shall remain in full force and effect as if this MOU had been executed without such invalid or unenforceable provisions.

Section 8.2. Notices. Any notice required or permitted to be given under this MOU shall be conclusively deemed to have been received by a Party to this MOU on the day it is delivered to such Party at the address indicated below under the Party's signature (or at such other address as such Party shall specify to the other Party in writing) or, if sent by registered or certified mail, on the third business day after the date on which it is mailed to such Party at said address. All notices required pursuant to this MOU must be in writing.

Section 8.3. Entire Agreement. This MOU sets forth the entire understanding between the Parties with respect to the matters contemplated by this MOU and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

Section 8.4. Amendments; Waivers. This MOU may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this MOU may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this MOU, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this MOU.

Section 8.5. Applicable Law. The Parties affirm that this MOU has been entered into in the State of Indiana and will be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary.

Section 8.6. Assignment. Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. All of the terms, provisions, covenants, conditions and obligations of this MOU shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

Section 8.7. Authority. The undersigned person executing this MOU on behalf of Public School Partner represents and warrants that he has been duly authorized to execute this MOU and that Public School Partner has taken all necessary action to authorize this MOU. Public School Partner further represents and warrants that this MOU constitutes the legal, valid and binding obligation of Public School Partner.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below, to be effective on the Effective Date.

Date: _____, 2016 ("SYF")

SIMON YOUTH FOUNDATION, INC.

By: _____

Printed: _____

Title: President and CEO

Address: 225 West Washington Street
Indianapolis, Indiana 46204

Date: _____, 2016 ("PUBLIC SCHOOL PARTNER")

Calcasieu Parish Public Schools

By: _____

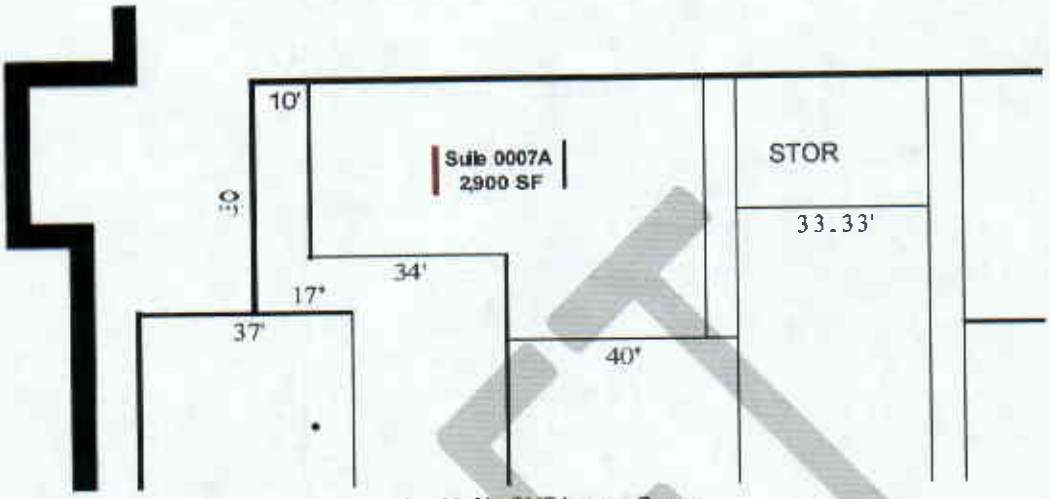
Printed: _____

Title: Superintendent of Schools

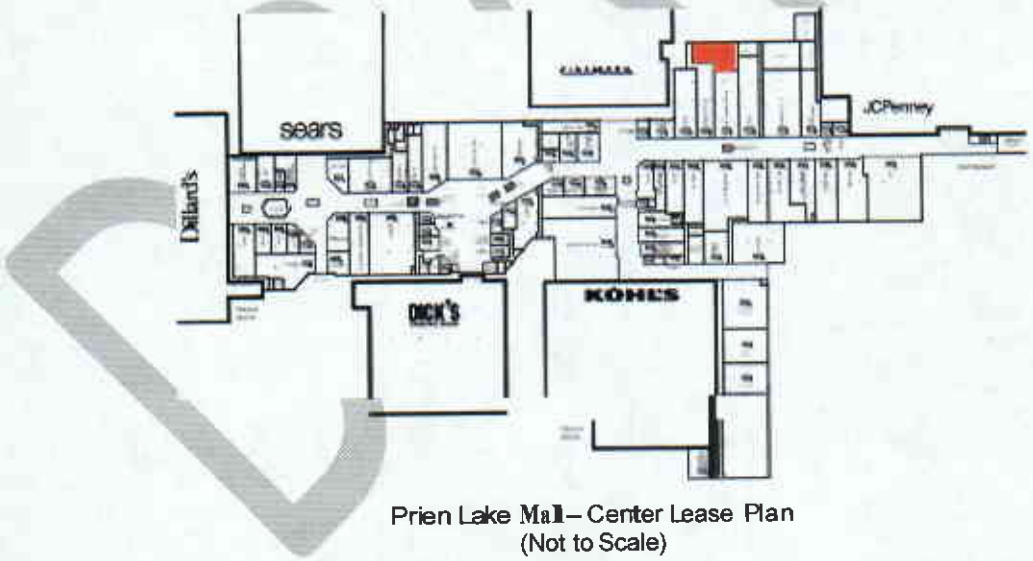
Address: Calcasieu Parish Public Schools
3310 Broad Street
Lake Charles, Louisiana 70615

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EXHIBIT A



Prien Lake Mall - SYF Lease Space
(Not to Scale)



Prien Lake Mall – Center Lease Plan
(Not to Scale)

EXHIBIT B

Annual Reporting Obligations

Simon Youth Academy (SYA) Annual School Year Reporting YYYY - YYYY

SYA Report	When to Submit	Submit To
Academy Outcome Midyear Dashboard *(academy site level)* • Student Demographics* • Student At-Risk Indicators* • Student Behavior* • Student Attendance* • Academic Improvement* • Number of Graduates* • Credit Earned* • Standardized Exams/Test* • College/Career Readiness* • Current Grade* • EOY/Exit Information*	November 1, of each year	• Academic Administrator • School District Superintendent • Simon Youth Foundation
SYA EOY Report	July 1, of each year	• Academic Administrator • School District Superintendent • Simon Youth Foundation

**please delete all student names before saving and submitting*

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Simon Youth Academy (SYA) Outcomes for Annual Reporting

Outcome	Description
Ethnic and gender composition	Demographic percentages
Percentage Free and Reduce Lunch	Percentages of students who qualify for free and reduced lunch per national school lunch program federal guidelines; SYA that don't serve lunch will identify home school Title I status
TITLE I status/Adequate Yearly Progress (AYP)	TITLE I—Improving the academic achievement of the disadvantaged or AYP status of school district feeder high schools to SYA
Percentage Homeless	Percentage of homeless children are those "who lack a fixed, regular, and adequate nighttime residence." This includes not only those who live in shelters, abandoned buildings, cars, and public spaces but also children who share housing with other families because of economic hardship or live in motels, hotels, trailer parks, or campgrounds, according to the McKinney-Veto Act
Percentage Pregnant and/or Parenting	Percentage of students who are parents and/or expecting a child.
First Generation College Attendance	Number of students who are first generation college attendance
Student end of year status	Percentages of students graduated, transferring out, continuing at SYA, dropped out, return to home-base school, and GED
Student behavior	Change in behavior (# of suspensions prior and during SYA enrollment)
Attendance	Change in attendance-percentage improving, and change in # of students missing 10 or more days prior and during SYA enrollment
Academic improvement	Academic change- overall averages prior to and during SYA enrollment
Credit earned	Percentage of students earning credits, per district graduation requirements during the school year; and comparison to # of credits behind students prior to SYA enrollment
Promotion	Percentages of gains in grade level (no gain, 1, 2, 3, grade levels)
Plans at graduation	Percentages of college, technical school, military acceptance and those moving into jobs
Graduates	Number of graduates
Seniors graduating	Percentage of students classified as seniors during the year graduating
Graduation year	Percentage of students graduating in their anticipated cohort graduation year
College/Career Readiness	Percentage of students participating in job shadowing/internships/working full and or part-time jobs

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EXHIBIT C

SYF

Simon Youth Foundation

Simon Youth Foundation Stylebook

A communications stylebook is crucial to protecting and maintaining the identity of SYF. Each time we communicate with our stakeholders and the public at large, it is an opportunity to convey our mission and reinforce our identity – and all types of communication influence public perception of our identity.

The guidelines presented in this document are to be followed for all public communications, both print and electronic, distributed by Simon Youth Foundation, partner school districts, and Academy mall locations. Formatting issues or questions not addressed in this document should be brought to the attention of the SYF communications manager.

Table of contents

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Guidelines for school references	7-9
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Visual identity elements

The elements that make up the SYF visual identity include the SYF logo, Simon Youth Academy logos, and approved color palettes and fonts. Academies are encouraged to use the SYF logo and Academy logo on printed material. Prior to using the photo, be sure you have a high-resolution file from the Communications Manager and that you are using it in accordance with the brand guidelines outlined in this document.

SYF Logo

The SYF brand logo is our most visible symbol and appears on all of our print and electronic communications for a public audience. All marketing collateral, both print and electronic, as well as all web pages, press statements, and professional letters that are associated with SYF should display the SYF logo. Specific applications and guidelines for use are in the sections that follow.

SYF Simon Youth Foundation

SYF
Simon Youth Foundation

Academy Logos

Each individual Academy has its own vertical logo, consistent with the primary SYF logo. Your Academy logo should be used in communications that are school-specific. When promoting the Foundation as a whole, please use the SYF logo. Academy Logos are not available in the horizontal format.

SYF
Simon Youth Academy
at Edinburgh Premium Outlets

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Iconography

SYF often uses a mortarboard icon to express our goals of graduation. With the brand redesign, we also have a new graduation cap icon to use. The grad cap icon should NOT stand alone without the SYF logo appearing somewhere on the document.

SYF Iconography should be used only in consultation with the Communication Manager.



Additionally, SYF uses standard icons to promote fundraising events. These icons are consistent with our new brand image.



Guidelines for logo use

- DO think carefully about where you are using the SYF logo.
- DO use a high-resolution version of the file.
- DO consult with the SYF Communications Manager if you have questions about the proper use of the logo.
- DO use the appropriate color palette for the logo.
- DO NOT alter the logo artwork or positioning in any way.
- DO NOT change the logo's font or recreate the logo.
- DO NOT use the logo in a frame or box.
- DO NOT place the logo on backgrounds that use patterns, pictures or other distracting characteristics.



Brand colors

SYF uses a small color palette that includes SYF Orange, true black, true white, and Simon Dark Gray (for web use only).



PMS 1655
R 252 B 76 G 2
C 0 M 70 Y 99 K 1
Hex #FC4202



R 252 B 252 G 252
C 0 M 0 Y 0 K 0
Hex #FFFFFF



PMS Black 6 C
R 0 B 0 G 0
C 40 M 30 Y 30 K 100
Hex #000000



PMS Cool Gray 9 C
R 122 B 124 G 125
C 60 M 50 Y 50 K 0
Hex #7A7C7D

Fonts

These are the preferred font families for SYF communications.

- Simon Circular will be used by the SYF design team only for all marketing and advertising materials. The Circular family of fonts should NOT be used on standard office documents such as letters, Powerpoints, or press releases.
    - Simon Circular Bold should be used for headlines
- Helvetica should be used in professional letters, Powerpoints, board reports, and other office documents.
    - **Helvetica Bold should be used for headlines**
- Arial is an acceptable substitution for Helvetica if Helvetica is not available.

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- **Arial Bold should be used for headlines**

References to key initiatives

To achieve its stated mission, SYF supports two major initiatives – Simon Youth Academies and Simon Youth Scholarships. SYF's identity is rooted in its mission, and the manner in which we present SYF initiatives in our communications is crucial to the public perception of our identity. Therefore, consistency in the language used to reference the key SYF initiatives is not only a component of brand maintenance, it is crucial element in how our organization is seen and understood by the public.

Guidelines for Simon Youth Foundation

- Simon Youth Foundation should always be spelled out on first reference.
- SYF can be used on later references.
- SyF (lowercase y) is NOT acceptable.

Guidelines for scholarship references

- A student award granted by SYF is to be referred to as a "Simon Youth Scholarship" or "Scholarships" in the case of referencing multiple awards.
    - John Doe earned a Simon Youth Scholarship for the 2014-15 academic year. He is one of 60 students who have earned Simon Youth Scholarships this year.
- When referencing the broader program, "Simon Youth Scholarship program" should be used.
    - John Doe is one of 60 students who have benefitted from the Simon Youth Scholarship program this year.
- "Scholarship recipient" is preferred over "scholarship winner".

Simon Youth Scholarships Branding
Formal names for the various Simon Youth Scholarships

- **Simon Youth Community Scholarship**, *awarded in partnership with Simon properties and available to any high school graduate living within 50 miles of a Simon property*
- **Simon Youth Community Award of Excellence**, *awarded to one selected Community Scholarship applicant in 10 "hub" regions that are home to multiple Simon properties*
- **Simon Youth Academy Scholarship**, *awarded to graduates of Simon Youth Academies*
- **Greg Saunders Legacy Scholarship**
  awarded to high school graduate dependents of Simon Property Group employees, these scholarship winners are not made public.

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Guidelines for school references

- Each school supported by SYF will be referred to most generically as an Academy. More specifically, SYF sponsored schools are to be communicated as a "Simon Youth Academy" or "Academies" in the case of multiple schools being referenced at a single time.
    - John Doe has been attending a Simon Youth Academy for three years.
- When referring to a specific academy in either print or electronic communications, the proper and complete school name will be used on first reference, which includes the academy's mall or SPG location after "Simon Youth Academy." For consecutive references, "the Academy (capitalized)" or "the school (lowercase)" is acceptable.
    - John Doe attends the Simon Youth Academy at Independence Center. He's been studying at the Academy for the last three years. The school opened in
- In the event an academy is a sponsored school, the sponsored title is to fall between "Youth" and "Academy" in the proper and complete school name.
    - John Doe attends the Simon Youth Dr. Paul E. Kelley Volunteer Academy at Knoxville Center.
- There is no acronym for the academies that will appear in any publicly available SYF communications. SYAs and other shortened forms are not acceptable.
- Education Resources Center or ERC is an obsolete name for Simon Youth Academies and should NOT be used.

Simon Youth Academy Branding Formal Names for Logo and Signage

Updated 7/10/2015
Names appear in alphabetical order by mall

Simon Youth Chester I. Lewis Academy
Simon Youth Academy at Circle Centre
Simon Youth Clark-Pleasant Academy
Simon Youth Coast High School Academy
Simon Youth Academy at Edinburgh Premium Outlets
Simon Youth Rose Tree Media Academy
Simon Youth Academy at Hickory Hollow
Simon Youth Academy at Independence Center
Simon Youth Dr. Paul L. Kelley Volunteer Academy at Knoxville Center
Simon Youth Academy at Northgate Mall
Simon Youth Academy at Northshore Mall
Simon Youth Academy at Old Cockrill

Simon Youth Academy at Opry Mills
Simon Youth Academy at Port Charlotte Town Center
Simon Youth Academy at Prien Lake Mall
Simon Youth Academy at The Shops at Mission Viejo
Simon Youth Mahoning County Academy at Southern Park Mall
Simon Youth Academy at Sunland Park Mall
Simon Youth Judson Learning Academy at Rolling Oaks Mall
Simon Youth Academy at Outlet Marketplace
Simon Youth Academy at Towne East Square
Simon Youth Academy at Towne West Square
Simon Youth Academy at Westminster Mall

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Miscellaneous Style Notes

If not addressed in this guide, SYF will follow AP Style in written publications.

Simon – Simon is preferred when referencing the corporate entity. Simon Property Group may be used to avoid confusion. Simon has three mall platforms

- Malls
- Premium Outlets
- The Mills

State Abbreviations – Use AP style abbreviations for states, not Postal Codes. Postal Codes should only be used in an address block. A list of AP abbreviations can be found here: https://owl.english.purdue.edu/owl/resource/735/02/

A state needs to follow all cities, unless noted in AP Style
https://owl.english.purdue.edu/owl/resource/735/02/

Telephone Numbers – Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

(317) 509-3676

Time – Times should be listed followed by a space and a.m. or p.m., (4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

I went to the store at 4:00 p.m., and returned at 6:30 p.m. Then we ate dinner.

Web address – The SYF website should always be listed as syf.org. Use of www or http:// before syf.org is incorrect.

WP GLIMCHER – SYF has several Academies in WP GLIMCHER malls. WP GLIMCHER is the corporate entity formed with the merger of Washington Prime Group and Glimcher Realty Trust.

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EXHIBIT D

Site Cost Responsibilities Worksheet

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
FINANCIAL COMMITMENTS		
1: FACILITIES (Buildout Only)		
1.1 Construction		
Layout design	X	
Construction drawings	X	
Local permits and approvals	X	
Construction bids	X	
Construction management	X	
Construction	X	
1.2 Upgrades		
Carpeting/Paint (per schedule)	X	
Computer/Telephone wiring	X (Buildout Only)	X
Study Carrels (build-ins)		X
Window blinds		X
Security system/devices		X
1.3 Appliances		
Refrigerator		X
Microwave		X
Water cooler		X
1.4 Furnishings		
Study areas		X
Meeting/group areas		X
Staff furniture/offices	X	X
Reception		X
Kitchen/lounge		X
1.5 Equipment		
Telephones		X
Photocopier		X
Fax		X
Computers		X
Network hub		X
Internet hub		X
1.6 Instructional Material		
Self-paced workbooks library		X
Educational software library		X

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COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
Job & life skills software		X
Business software		X
Videos		X
2. FACILITIES		
2.1 Recurring Operations		
Rent	X	
HVAC		X
Water/sewage		X
Electrical		X
Equipment maintenance/repair		X
Janitorial		X
Telephone		X
Cable		X
Internet service		X
Insurance	X	X
3. PROGRAM OPERATIONS		
3.1 Personnel		
Local Academy Administrator		X
Administrative assistant		X
Teachers		X
Industry trainers (in-kind)		X
Mentors (volunteers)		X
Social workers (in-kind)		X
Health care providers (in-kind)		X
3.2 Other Program Costs		
Supplies		X
Postage/communication		X
Printing		X
Student transportation		X
Events, recognition and awards	X	X
Replacement & new materials		X
Hardware & software upgrades		X
Staff development & training	X	X
Travel, conferences, meetings	X (Best Practice Conference Only)	X
Dues and publications	X	X
Hardware maintenance		X

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EXHIBIT E

SYF Trademarks

SYF

Simon Youth Foundation

Exhibit E: SYF Trademarks

Images below are in the process of being trademarked by Simon Youth Foundation.

SYF Horizontal Logo

SYF Simon Youth Foundation

SYF Vertical Logo

SYF

Simon Youth Foundation

SYF Monogram

SYF

SYF Mortarboard



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ITEM 10. A

BID REPORTS:
ALL BIDS WERE POSTED ON WWW.CENTRALBIDDING.COM AND WWW.CPSB.ORG

BID 2017-01 – JANITORIAL SUPPLIES FOR 2016/2017 SCHOOL YEAR, General Funds, was opened on March 16, 2016 at 2:00 p.m.

BIDS WERE SENT TO THE FOLLOWING:

- A+ CHEMICAL
- CINTAS
- DIXIE PAPER CO
- ECONOMICAL JANITORIAL
- LACASSAGNES
- LAKE CITY SUPPLY
- LONGI PRODUCTS
- SW BAR NEEDS
- UNIPAK

BID RESULTS AS FOLLOWS:

A+ CHEMICAL	$ 79,118.40
DIXIE PAPER CO	$ 15,481.84
ECONOMICAL	$ 32,955.31
GENESIS	$ 6,876.16
SCHNEIDER	$ 22,946.40
UNIPAK	$ 3,502.35
TOTAL	$160,880.46

THE STAFF RECOMMENDS AWARDING AS INDICATED AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

ITEM 10. B

BID 2017-05 – SCHOOL UNIFORMS & PE SUITS, MCKINNEY-VENTO TITLE X FUND, was opened on March 16, 2016 at 10:00 a.m.

BIDS WERE SENT TO THE FOLLOWING:

- **A+ SCHOOL UNIFORMS**
- **BROUSSE'S**
- **EDUCATIONAL PRODUCTS**
- **KHOURYS**
- **LOGO SHOP**
- **PREMIER PRINTING**
- **SURPLUS UNIFORMS**
- **WHOLESALE SCHOOLWEAR**

THE STAFF, ALONG WITH THE FEDERAL PROGRAMS COORDINATOR, RECOMMEND AWARDING TO EDUCATIONAL PRODUCTS & SURPLUS UNIFORMS AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

Item 10. C

RFP 2017-13 – OFFICIAL JOURNAL, General Funds, was opened on March 17, 2016 @ 10:00 a.m.

BIDS WERE WENT TO THE FOLLOWING:
LAKE CHARLES AMERICAN PRESS
SOUTHWEST DAILY NEWS

BID RESULTS AS FOLLOWS:	**ELECTRONIC**	**NON-ELECTRONIC**
LAKE CHARLES AMERICAN PRESS	**$5.00**	**$5.25**

THE STAFF RECOMMENDS AWARDING TO LAKE CHARLES AMERICAN PRESS AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

ITEM 11. A-C

Playground equipment, Borders & Surfacing

Gillis Elem. District 3 Sales Tax Funds

Moss Bluff Elem. District 3 Sales Tax Funds

Nelson Elem. School Funds

ITEM 11. D

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Sulphur High School Renovation of Woodwork Shop to Welding Shop

Funds: General Funds

Designer:

Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Trahan, Grigg

Item 12. A

CHANGE ORDER

Change Order No.: One
Date: March 3, 2016
Contract Date: January 19, 2016

Project: Batting Cage Building at Sam Houston High School

Project No.: SALES TAX DISTRICT 3

To: John D. Myers & Associates, Inc.
3613 Ryan Street
Lake Charles, LA 70605

You are directed to make the following change in this contract:
(Attach itemized breakdown)

The Original Contract Sum	$163,800.00
Net Change By Previous Change Order	- 0 -
Contract Sum Prior to this Change Order	$163,800.00
Contract Sum will be **(Increased)** by this Change Order	$ 18,915.00
New Contract Sum including this Change Order	$182,715.00
Contract Time will be **(Unchanged)** by	- 0 – days
Revised Contract Completion Date	July 30, 2016

RECOMMENDED	ACCEPTED	APPROVED
C.R. Fugatt, AIA	John D. Myers & Assoc. Inc.	Calcasieu Parish School Board
(DESIGNER)	**(CONTRACTOR)**	**(OWNER)**
909 Sam Houston Jones Pkwy; Suite C	3613 Ryan Street	P. O. Box 800
L.C., LA 70611	Lake Charles, LA 70605	Lake Charles, LA 70602
By:		
Date: 3-3-16	3-3-16	

Change Order # One:

1. This Change Order is necessitated for additional sitework on this project as per letter from John D. Myers & Associates, Inc. dated March 2, 2016.

Add $18,915.00

Total Add This Change Order **Add $18,915.00**

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Nicole Deshotel	Clerk	Special Services	02/18/16	Personal reasons
Dennis Bell	Custodian	Vinton Elementary	02/23/16	Personal reasons
Mary Dyer	Teacher	Starks High	12/01/14	Personal reasons
Silvia Vazquez	Teacher	Oak Park Middle	03/03/16	Personal reasons
Angie Vincent	Teacher Aide	Prien Lake Elementary	03/11/16	Personal reasons
Debra Mealler	Teacher	Vinton Elementary	05/24/16	Relocating
RETIREMENT				
Jacqui Elliott	Teacher	Westwood Elementary	05/24/16	
Sharon Stephenson	Teacher	W.W. Lewis Middle	05/24/16	
Elizabeth Boudreaux	Bus Aide	Drost	05/24/16	
Marlane Saunier	Custodian	Vinton Elementary	02/22/16	
Lucinda Tucker	Teacher	Maplewood Elementary	05/24/16	
Linda Kalb	School Psychologist	Pupil Appraisal	06/21/16	
Rosalind Ruckstuhl	Teacher	Sam Houston High	07/31/16	
Ana Champagne	Clerk	Kennedy Elementary	05/24/16	
Donna Hambrick	Bus Driver	S.J. Welsh Middle	01/22/16	
Lana Dougay	Teacher	College Oaks Elementary	05/24/16	
Margaret DeClouette	Teacher	T.S. Cooley Elementary	05/24/16	
Deborah Buckley	Principal	Nelson Elementary	06/16/16	
Shirleen Lawrence	Teacher	Frasch Elementary	05/24/16	
MATERNITY LEAVE				Due Date:

Angela Ramirez	Teacher	Moss Bluff Elementary	2/22/16 - 4/18/16	3/23/16 (C)

MATERNITY LEAVE				**Due Date:**
Melissa Goss	Teacher	Vincent Settlement	2/29/16 - 5/24/16	5/28/16 (B)
Jade Pickering	Teacher	DeQuincy Primary	3/14/16 - 5/23/16	4/12/16 (C)
Jennifer Peloquin	Teacher	T.H. Watkins Elementary	3/11/16 - 5/2/16	3/23/16 (B)
LEAVE WITHOUT PAY				
Ronald Bourque	**Bus Driver**	Westwood Elementary	3/14/16 - 5/24/16	
Trena Smith	Teacher Aide	College Oaks Elementary	3/15/16 - 5/24/16	
RESCIND LEAVE				
Chantrelle Brehm	Teacher Aide	Brenda Hunter	03/13/16	Rescind LWOP
PROFESSIONAL DEVELOPMENT				
Harry Clayton	Teacher	Barbe High	Fall 2016-2017	

APPROVED - March 11, 2016

Shannon P. LaFargue

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Rebecca Kaufman	Custodian	Moss Bluff Middle	03/18/16	Relocating
Shauntel Landreneau	Teacher	Fairview Elementary	03/07/16	Personal reasons
Paula Fruge	Clerk	CRC	03/16/16	Personal reasons
Julia Ellender	Teacher Aide	E.K. Key Elementary	04/06/16	Personal reasons
Tessa Williams	Custodian	Vinton Elementary	03/11/16	Personal reasons
Jacqueline Baca	Teacher	Prien Lake Elementary	04/04/16	Personal reasons
Connie Gormly	Clerk	Dolby Elementary	05/24/16	Personal reasons
Rachel Palombo	Teacher	Dolby Elementary	05/24/16	Relocating
Jeanine McGrew	Cafeteria Manager	Moss Bluff Middle	03/22/16	Personal reasons
Shelda LaPointe	Custodian	Vinton Middle	03/21/16	Personal reasons
Irene Williams	Clerk	F.K. White Middle	03/24/16	Personal reasons
Barbara Swan	School Psychologist	Pupil Appraisal	05/24/16	Relocating
RETIREMENT				
Durlin Ancelet	Teacher	S.P. Arnett Middle	04/25/16	
Linda Hill	Clerk	STEPS	05/31/16	
Leisa Walker	Teacher	Nelson Elementary	05/24/16	
Vivian Epperson	Teacher	Molo Middle	05/24/16	
Sherilyn Jones	Teacher	E.K. Key Elementary	05/24/16	
Gloria Rasco	Teacher	Moss Bluff Middle	05/24/16	
Margaret Declouette	Teacher Aide	Sulphur 9th	08/31/16	
Bonita Theriot	Teacher	Moss Bluff Elementary	06/10/16	

Susan Pennington	Teacher	Vinton High	05/24/16	

Joseph Feucht	Supervisor	Purchasing / Bus Garage	06/30/16	
Theresa Portie	Curriculum Coordinator	Gillis Elementary	06/16/16	
Jane Sneed	Teacher	Pearl Watson Elementary	05/24/16	
Don Portie	Teacher Aide	Maplewood Middle	05/24/16	
Irene Greathouse	Principal	Prien Lake Elementary	06/16/16	
RETIRE - REHIRE TERMING				
Rose Holland	Assistant Principal	Gillis Elementary	06/16/16	Waive Act 715
MATERNITY LEAVE				Due Date:
Leslie Gunter	Band Director	Oak Park Middle	4/4/16 - 5/24/16	4/28/2016 (B)
Amanda Yelverton	Teacher	College Oaks Elementary	4/18/16 - 5/24/16	4/25/2016 (B)
Ashley Robinson	Teacher	Prien Lake Elementary	8/8/16 - 9/12/16	7/26/2016 (B)
LEAVE WITHOUT PAY				
Christina Labit	Bookkeeper	M.J. Kaufman Elementary	2/23/16 - 8/29/16	
Kammie Dronette	Bus Driver	Sam Houston High	2/24/16 - 5/24/16	
Kitrina Pitre	Teacher Aide	Barbe Elementary	3/9/16 - 5/24/16	
MEDICAL SABBATICAL				
Emily Hickson	Teacher	J.F. Kennedy Elementary	Spring 2015-2016	Beginning 3/2/16
PROFESSIONAL DEVELOPMENT				
Stacey Blanchard	Teacher	W.W. Lewis Middle	2016-2017	

APPROVED - April 4, 2016

Shannon P. LaFargue